## **UNOFFICIAL COPY**



Doc#: 0816408304 Fee: \$42.56 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 06/12/2008 11:50 AM Pg: 1 of 4

791681646000 X				
Release of Deed Full	P	artial		4
Know all Men by these presents, that F/K/A BANK ONE, N.A.	JPMORGAN	N CHASE BA	NK, N.A.	
consideration of one dollar, and othe consideration of one dollar, and other consideration of	s hereby relea YN C ARENS	ase, convey a SMAN, HUSE	and quit claim BAND AND W and its/his/the	unto IFE, AS
representatives and assigns, all the rig whatsoever Bank may have acquired in	n, through or	სу a certain	Mortgage dat	
o4/11/03 as Document Number 03 registered in the Recorder's/Registrars the State of Illinois applicable to the pro- legally described as follows, to-wit: SEE ATTACHED LEGAL		OOK		

Property Address: 330 S MICHIGAN AVENUE, UNIT 2008 CHICAGO, IL. 60604

PIN 17-15-107-049-1071

For the Protection of the Owner, this Release shall be filed with the Recorder or Registrar of Titles in whose office the Mortgage or Trust of Deed was filed.

0816408304 Page: 2 of 4

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This Release is deemed and shall be construed solely as partial release of the aforementioned Mortgage and Assignments of Rents, which also covers other property and that the lien of said Mortgage and Assignment of Rents shall continue without abatement or interruption with respect to all of the Bank's right, title and interest in and to any and all other property still remaining subject to said liens and encumbrances.

Dated at LOUISVILLE, KY as of

05/19/08

JPMORGAN CHASE BANK, N.A.

By: Mely Thomeur

SALLÝ THOMERSON

Its: AVP

Attest:

CYNTHIA LANGFORD

Its: OFFICER

State of Kentucky
County of JEFFERSON

I, the undersigned, a Notary Public in and for County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers or authorized agents of JPMORGAN CHASE BANK, N.A.

F/K/A BANK ONE, N.A.

and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized agents of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

Notary Public

My Commission Expires: 0525 201

OFFICIAL SEAL
OFFICIAL SEAL
PRISCILLA A. DENNIS
NOTARY PUBLIC – KENTUCKY
STATE-AT-LARGE
NY COMMIT Expires May 25, 2011

This instrument was prepared by: DIANA ROBERTS

After recording mail to: JPMorgan Chase Bank, N.A. PO BOX 32096 LOUISVILLE KY 40232-2096

00603000062215

0816408304 Page: 3 of 4

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#### RECORDATION REQUESTED BY:

Bank One, N.A. with Columbus, Ohio as its main office Chicago Private Client Services LPO

120 S. LaSalle Street Chicago, IL 60670

WHEN RECORDED MAIL TO:

Wealth Management Loan

Servicing

P.O. Box 32093

Louisville, KY 40232-2096

Eugene "Gene" Moore Fee: \$48.50

Cook County Recorder of Deeds

Oate: 05/21/2003 08:50 AM Pg: 1 of 13

6030000 62215

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

MATT CRAIG 120 S. LaSalle Street Chicago, IL 60670

#### MORTGACE

MAXIMUM LIEN. At no time shall the principal amount of invehtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$150,000.00.

THIS MORTGAGE dated April 11, 2003, is made and executed between POSERT M ARENSMAN and MARILYN C ARENSMAN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, whose address is 330 S MICHIGAN AVENUE UNIT 2008, CHICAGO, IL 60604 (referred to below as "Grantor") and Bank One, N.A. with Columbus, Ohio as its main office, whose address is Chicago Private Client Services LPO, 120 S. LaSalle Street, Chicago, IL 60670 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, togethe, with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

UNIT NUMBER 2008 IN THE 330 SOUTH MICHIGAN AVENUE CONDOMINIUM AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 2, 2A, 2G AND LOT 3 IN 330 SOUTH MICHIGAN SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF LOT 1 AFORESAID HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION - 264.71 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION PLUS276.70 FEET, CHICAGO CITY DATUM, AND EXCEPTING THAT PART OF LOT 2A AFORESAID HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION -264 71 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPERLIMIT A HORIZONTAL

0816408304 Page: 4 of 4

## **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 2

PLANE OF ELEVATION -310.00 FEET, CHICAGO CITY DATUM, ACCORDING TO THE PLAT THEREOF RECORDED 01/07/2000 AS DOCUMENT NUMBER 00021051, IN COOK COUNTY, ILLINOIS; NOTE: LOTS MARKET THUS ' ARE NOT BOUND BY PHYSICAL STRUCTURES AND ARE DEFINED BY THE HORIZONTAL DIMENSIONS SHOWN AND BY THE ELEVATION LIMITS POSTED ON SAID PLAT OF SUBDIVISION; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED 01/07/2000 AS DOCUMENT NUMBER 00021064, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 330 S MICHIGAN AVENUE, UNIT 2008, CHICAGO, IL 60604. The Real Property tax identification number is 17-15-107-049-1071

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has prosently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same axis at a life such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of '3rantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any Intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Pants.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYME'NT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage stantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property (2) use, operate or manage the Property, and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners