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Doc#: 0820433009 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/22/2008 08:36 AM Pg: 1 of 5

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Property of Cook County Clerk's Office

**Agreement for Partial Release of Mortgage, Security Agreement,  
Assignment of Rents and Leases and Fixture Filing**

This Agreement for Partial Release of Mortgage, Security Agreement, Assignment of Rents and Lease and Fixture Filing ("Agreement") is dated as of May 29, 2008 by LaSalle Bank National Association ("Mortgagee").

**RECITALS**

**WHEREAS**, Monarch Asphalt Co., an Illinois corporation ("Monarch") owns that certain parcel of vacant land consisting of approximately 0.8792 acres which is generally located at 3219 Oakton Street, Skokie, Illinois 60076 and which is legally described in **Exhibit A** attached hereto and made a part hereof ("Property");

**WHEREAS**, Monarch executed that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing in favor of Mortgagee dated January 11, 2006 and recorded on January 18, 2006 as Document 0601843393 to secure a revolving credit facility in the amount of \$15,000,000.00 and a term loan in the amount of \$20,000,000.00 ("Mortgage");

**WHEREAS**, the Mortgage encumbers the Property, as well as other property owned by Monarch;

**WHEREAS**, Monarch has entered into that certain Real Estate Sales Contract with the Village of Skokie, an Illinois municipal corporation ("Village") dated May 2, 2008, as amended

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("Contract") to sell the Property to the Village and that the Village under said Contract has requested that the Property not be subject to the Mortgage; and

**WHEREAS**, Mortgagee has agreed to the partial release of the Mortgage solely with respect to the Property.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Mortgage hereby agrees to the above recitals and further agree as follows:

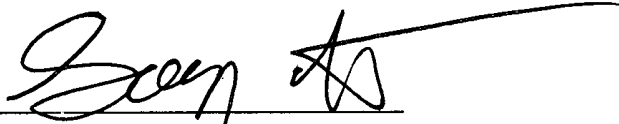
1. **Partial release of Mortgage.** Effective on the date of this Agreement, Mortgagee does hereby release the Property from the Mortgage and agrees that the burdens of the Mortgage shall no longer be appurtenant to and run with the Property or be binding upon the Property.
2. **Covenant Running With the Land.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
3. **Entire Agreement** This Agreement (together with the Exhibit attached hereto and made a part hereof) constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: George Linhart  
Title: Senior Vice President

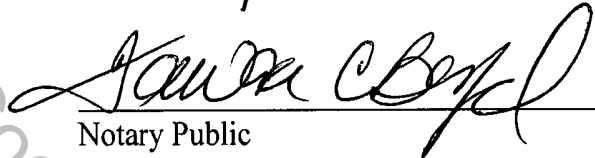
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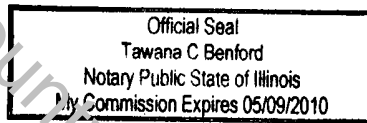
STATE OF ILLINOIS        )  
  )  
  )        SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George A. binhart of LaSalle Bank National Association personally known to me to be the Senior Vice President of said national banking association, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ he/she signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29 day of May, 2008.



Notary Public



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## EXHIBIT A

### PARCEL A:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON SOUTH OAKTON STREET, DISTANT 15.88 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLE, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS (NOW REMOVED) OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACKS WERE ORIGINALLY LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE BETWEEN THE TWO ORIGINAL MAIN TRACKS A DISTANCE OF 706.59 FEET TO THE WESTERLY FACE OF THE WEST WALL OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY BRIDGE NO. 543-1/2, CROSSING THE NORTH SHORE CHANNEL, THENCE SOUTHEASTERLY ALONG SAID WEST WALL OF BRIDGE NO. 543-1/2, A DISTANCE OF 64.36 FEET TO A POINT DISTANT 50.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE BETWEEN THE TWO ORIGINAL MAIN TRACKS, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE BETWEEN THE TWO ORIGINAL MAIN TRACKS A DISTANCE OF 389.84 FEET TO A POINT ON THE EASTERLY LINE OF MCCORMICK ROAD (NOW KNOWN AS MCCORMICK BOULEVARD); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF MCCORMICK ROAD (NOW KNOWN AS MCCORMICK BOULEVARD) A DISTANCE OF 190.0 FEET MORE OR LESS, TO A POINT DISTANT 50.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE BETWEEN THE TWO ORIGINAL MAIN TRACKS; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE BETWEEN THE TWO ORIGINAL MAIN TRACKS A DISTANCE OF 376.13 FEET TO THE WESTERLY FACE OF THE WEST WALL OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY BRIDGE NO. 543-1/2, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID WEST WALL OF BRIDGE NO. 543-1/2, A DISTANCE OF 188.53 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PIN: 10-26-202-021-0000