

DOCUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Husch Blackwell Sanders LLP 720 Olive Street, 24th Floor St. Louis, Missouri 63101 Attn: Courtney L. Hill

Doc#: 0835722015 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/22/2008 08:38 AM Pg: 1 of 5

This space reserved for Recorder's use only.

Open TAS FULL DEED OF RELEASE OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING AND OTHER DOCUMENTS

by

Allied Capital Coccoration ("Releasor")

Tax Parcel ID#:

07-30-303-006 and 07-30-303-007

Clart's Office Property Address: 7425 Barrington Road, Hanover Park, Illinois

0835722015 Page: 2 of 5

UNOFFICIAL COPY

FULL DEED OF RELEASE OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND OTHER DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS, that ALLIED CORPORATION, a Maryland corporation, whose address is 1919 Pennsylvania Avenue, N.W., 3rd Floor, Washington, D.C. 20006, ("Releasor"), hereby releases, remises and quitclaims unto Hot Light Brands, LLC, a Delaware limited liability company, all of its right, title and interest in and to: (a) that Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Sweet Traditions of Illinois, L.L.C., an Illinois limited liability company, as mortgagor, in favor of Southwest Bank, as mortgagee, dated October 18, 2002, and recorded on February 11, 2003, as Document No. 0030208117 with the Cook County Recorder of Deeds ("Griginal Mortgage") which Original Mortgage encumbers the property located at 7425 Barrington Road, Hanover Park, Illinois, and more particularly described on the attached Exhibit "A"; (b) the Assignment of Notes and Lien executed by Southwest Bank, and in favor of Releasor, as assignee, duted August 9, 2006, and recorded August 21, 2006, as Document No. 0623343239, with the Cock County Recorder of Deeds ("Assignment"), released solely as to any liens with respect to the pre nises described on Exhibit A and the improvements thereon; (c) that Amended and Restated Leasehold Mortgage and Security Agreement executed by Sweet Traditions, L.L.C., a Missouri limited liability company, and Sweet Traditions of Illinois, L.L.C., an Illinois limited liability company, collectively as borrower, dated August 11, 2006, and recorded on August 21, 2006, as Document No. 0623343240, with the Cook County Recorder of Deeds, ("First Amendment and Restatement"); and (d) that Second Amended and Restated Leasehold Mortgage and Security Agreement executed by Hot Light Brands, LLC, a Delaware limited liability company, as borrower, dated February 13, 2008, and recorded on March 7, 2008, as Document No. 0806715104, with the Cook County Recorder of Deeds ("Second Amendment and Restatement"). The Original Mortgage. Assignment, First Amendment and Restatement, and Second Amendment and Restatement are hereinafter referred to as the "Loan Documents."

Furthermore, Releasor hereby acknowledges that this Release hereby releases Hot Light Brands, LLC, a Delaware limited liability company ("Debtor"), of any of its obligations and liability as set forth in that certain Mortgage Assumption Agreement dated February 13, 2008, and recorded on March 7, 2008, with the Cook County Recorder as Document No. 0806715099, as amended by an Amendment recorded on March 7, 2008, as Document No. 0806715104 and an Amendment recorded on March 7, 2008, as Document No. 0806715105 as (true foregoing shall be referred to collectively as the "Mortgage Assumption Agreement"), solely with respect to the First Amendment and Restatement as set forth therein. Furthermore, Releasor directs the Clerk of Cook County Recorder of Deeds to release the Mortgage Assumption Agreement, including the amendments thereto, solely as they relate to the First Amendment and Restatement (as defined herein) and the property referred to on Exhibit A hereof.

Releasor represents and warrants that Releasor has full power and authority to execute, deliver and perform this Release and that Releasor is the sole owner and holder of the Loan Documents. Except as specifically set forth herein, this Release is being made without any representations or warranty of any kind, including, without limitation, the enforceability or

0835722015 Page: 3 of 5

UNOFFICIAL COPY

collectibility of the Loan Documents or Mortgage Assumption Agreement, or compliance with any applicable laws or regulations.

This Release is limited as expressly set forth herein, and does not (and shall not be construed to) release any of the indebtedness or other obligations of Debtor secured by the liens and encumbrances created by the Loan Documents, or release, modify or otherwise affect any other liens and encumbrances granted by Debtor securing such indebtedness and obligations.

Property of Cook County Clark's Office

0835722015 Page: 4 of 5

UNOFFICIAL COPY

Executed this 9th day of December	, 20 <u>0f</u> .
	RELEASOR:
	ALLIED CAPITAL CORPORATION,
	a Maryland corporation By:
	Name: LIMIS G SCHAAB Title: PRINCIPU
	Tine. TEMPOTOL
0	
STATEOF DISKILL OF	
COUNTY OF COLUMBIA)	
On this oth day of December, 20 of, before me appeared to me personally known, who, being by me duly sworn, did say that he/she is the Dynagon of ALLIED CAPITAL	
CORPORATION, a Maryland corporation and that said instrument was signed and sealed in behalf of said entity, by authority of its board of directors; and said	
LOUISG. Schaab acknowl	edged said instrument to be the free act and
deed of said corporation.	46
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal	
in the County and State aforesaid, the day and year first above written	
<u> </u>	Thaw the Humone Notary Public
I ashawnta Simmons I ashawnta Simmons I ashawnta Simmons	Notary I ubite
My term explosery Public, District of Columbia My Commission Expires 6-14-2010	0,50
in the second se	1/2

0835722015 Page: 5 of 5

UNOFFICIAL COPY

EXHIBIT A

Legal Description of Property

Permanent Index Number (P.I.N.): 07-30-303-006, 07-30-303-007.

Property Address: 7425 Barrington Road, Hanover Park, Illinois.

PARCEL 1:

THAT CAST OF LOT 2 IN HANOVER HIGHLANDS UNIT 10, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1968 AS DOCUMENT 20672558, LOCATED INSIDE THE CURBS SURROUND THE BUILDING CONSTRUCTED THEREON FROM TIME TO TIME DESCRIBED APPROXIMATELY AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREE, 05 MINUTES, 42 GRONDS EAST, A DISTANCE OF 373.00 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 18 SECONDS EAST, A DISTANCE OF 38.46 FEET TO THE POINT (F BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 54 MINUTES, 18 SECONDS EAST, A DISTANCE OF 112.00 FEET; THENCE SOUTH 00 DEGREE, 05 MINUTES, 42 SECONDS EAST, A DISTANCE OF 43.00 FT; THENCE SOUTH 89 DEGREES, 54 MINUTES, 18 SECONDS WEST, A DISTANCE OF 112.00 FEET; THENCE NORTH 00 DEGREE, 05 MINUTES, 42 SECONDS WEST, A DISTANCE OF 43.00 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION AND GRANT OF EASEMEN DATED MAY 30, 1986 AND RECORDED MAY 30, 1986 AS DOCUMENT NUMBER 46217023 FROM KRUPP CASH PLUS LIMITED PARTNERSHIP AND LASALLE NATIONAL PANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 25, 1969 AND KNOWN AS TRUST NO. 10-16107-08 TO USE THE ENTRANCEWAYS FOR THE PURPOSE OF PEDESTRIAN AND AUTOMOBILE INCRESS AND EGRESS TO AND FROM THE PROPERTY AND TO USE THE PARKING AREA FOR THE PURPOSE OF AUTOMOBILES.