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Doc#: 0918704120 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/06/2009 10:45 AM Pg: 1 of 8

## RELEASE OF MORTGAGE AND SECURITY AGREEMENT

8473589  
and  
8473125

### PREPARED BY:

JONES DAY  
JENNIFER M. RUSSANO  
77 WEST WACKER  
CHICAGO, ILLINOIS 60601

### MAIL TO:

VEDDER PRICE  
DENNIS LINDELL  
222 N LASALLE STREET  
CHICAGO, ILLINOIS 60601

**BOX 333-CT**

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## RELEASE OF THE MORTGAGE AND SECURITY AGREEMENT

WHEREAS, U.S. Bank National Association is the successor master trustee (the "Master Trustee") under that certain Master Trust Indenture dated as of January 1, 1995 (the "Master Indenture"), as supplemented and amended, between Midwest Physician Group, Ltd. (the "Corporation") and the Master Trustee; and

WHEREAS, the Corporation entered into the Master Indenture in order to issue Direct Note Obligations and other evidences of indebtedness (collectively, the "Obligations") of several series in order to secure the financing and refinancing of healthcare facilities and for other lawful and proper corporate purposes; and

WHEREAS, the Corporation entered into a Mortgage and Security Agreement dated as of January 1, 1995 (the "Mortgage"), pursuant to which the Corporation granted a mortgage lien and security interest to the Master Trustee for all of the Corporation's right, title and interest in, to and under the property described in the Mortgage (the "Mortgaged Property"); and

WHEREAS, the Mortgage was recorded on February 1, 1995 Cook County Recorder (Illinois), as Document No. 95074765 (also stamped BOX 333-CTI).

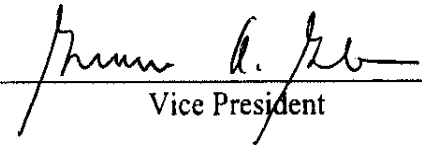
WHEREAS, the Corporation has paid or caused to be paid all Obligations and other sums payable under the Master Indenture, the Mortgage, and any other agreements or obligations secured by the Mortgage and has satisfied all conditions for the release of the Released Property (constituting all of the Mortgaged Property described in *Exhibit A* hereto) under the Mortgage, thus entitling the Corporation and any other mortgagors under the Mortgage to a release of the lien and security interest of the Mortgage; and

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Series 1998 Trustee does hereby forever release, remise, reassign, reconvey, terminate, transfer and set over to and unto the Corporation (1) all of the Master Trustee's rights, title and interest in and to the Mortgaged Property and (2) all of the Master Trustee's rights, title and interest in and to any other property which may have been mortgaged, conveyed, assigned, granted, pledged, transferred, set over or confirmed by the Mortgage as and for security for the repayment of the Series 1998 Bonds; and all of the Master Trustee's right, title and interest under the Mortgage does hereby cease, determine and become void. The Master Trustee hereby acknowledges that all obligations of the Corporation in respect of the covenants contained in the Mortgage have hereby ceased.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, U.S. BANK NATIONAL ASSOCIATION, as successor master trustee, and MIDWEST PHYSICIAN GROUP, LTD. have caused these presents to be signed in their respective names, all as of this 1<sup>st</sup> day of July, 2009.

U.S. BANK NATIONAL ASSOCIATION

By   
Vice President

ATTEST:

By   
Vice President

MIDWEST PHYSICIAN GROUP, LTD.

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, U.S. BANK NATIONAL ASSOCIATION, as successor master trustee, and MIDWEST PHYSICIAN GROUP, LTD. have caused these presents to be signed in their respective names, all as of this 1<sup>st</sup> day of July, 2009.

U.S. BANK NATIONAL ASSOCIATION

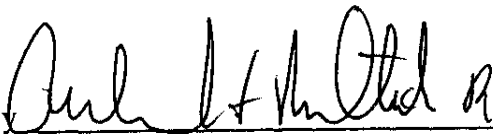
By \_\_\_\_\_  
Vice President

(SEAL)


ATTEST:

By \_\_\_\_\_  
Vice President

MIDWEST PHYSICIAN GROUP, LTD.

By   
Chairman

ATTEST:

  
Secretary/Treasurer

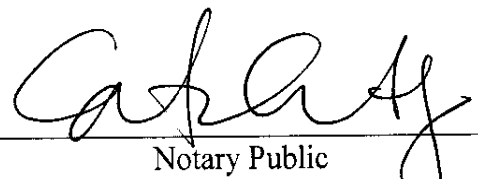
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                                  )    SS  
COUNTY OF COOK    )

I, ERIKA A. FORSHTAY, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Grace Gorka and Diane Swanson, personally known to me to be the same persons whose names are, respectively, as Vice President and Vice President of the U.S. BANK NATIONAL ASSOCIATION, a national banking association duly established, existing and authorized to accept and execute trusts by virtue of the laws of the United States, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 1<sup>st</sup> day of July, 2009.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: 11/6/2010



Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                   )     SS  
 COUNTY OF COOK        )

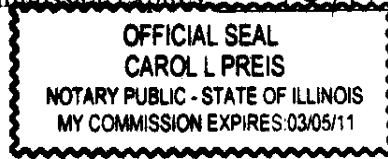
The foregoing instrument, the Release of the Mortgage and Security Agreement dated July 1, 2009, was acknowledged before me this 1<sup>st</sup> day of July, 2009, by Richard Multack, D.O. and Riaz Elahi, M.D., the Chairman and Secretary/Treasurer, respectively, of MIDWEST PHYSICIAN GROUP, LTD., on behalf of the corporation.

*Carol L Preis*

Notary Public

My commission expires:

*3/5/11*



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## Exhibit A

[Description of Released Property Attached]

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several overlapping, curved lines that completely obscures the text "Property of Cook County Clerk's Office" in the center of the page.

**UNOFFICIAL COPY****EXHIBIT A****DESCRIPTION OF LAND**

That part of the South 40 acres of the West half of the Southwest quarter of Section 22, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the intersection of the North line of the South 40 acres of the West half of the Southwest quarter of said Section 22 with the West line of the Southwest quarter of said Section 22; thence South 89 degrees 51 minutes 18 seconds East (assumed bearing) along the North line of the South 40 acres aforesaid, 646.40 feet to the West line of the East 690.0 feet of the West half of the Southwest quarter of said Section 22; thence South 00 degrees 11 minutes 00 seconds East along the West line of the East 690.00 feet aforesaid, 729.35 feet to the point of beginning; thence continuing South 00 degrees 11 minutes 00 seconds East along said West line, 525.00 feet to the North line of West 167th Street; thence North 89 degrees 50 minutes 33 seconds west along the North line of West 167th Street, 594.32 feet; thence North 43 degrees 57 minutes 08 seconds West, 20.89 feet to the East line of South LaGrange Road; thence North 00 degrees 15 minutes 25 seconds West along the East line of South LaGrange Road as occupied and monumented, 510.01 feet; thence South 89 degrees 50 minutes 33 seconds East, 607.43 feet to the point of beginning, containing 7.3385 acres.

Permanent Index Number: 27-22-300-017-0000

*167th + LaGrange Road, Oakland Park*