## **UNOFFICIAL COPY**

## This Document Was Prepared by and After Recording Mail To:

Reed Smith LLP 10 S. Wacker Drive, Suite 4000 Chicago, IL 60606

Attention: Cynthia Jared, Esq.

8497492



Doc#: 1030933089 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/05/2010 11:15 AM Pg: 1 of 4

## RELEASE

6610 N. SHERIDAN LLC

KNOW ALL MEN BY THESE PRESENTS, that pursuant to and in compliance with the Illinois statute relating to Mechanics Liens, and for valuable consideration in the amount of Ten Dollars (\$10.00) receipt and sufficiency of which is hereby acknowledged, Inverbrass Funds, LLC, an Illinois limited liability company, on behalf of itself and its present and former officers, directors, partners, employees, agents, representatives, lenders, attorneys, affiliates, predecessors, successors, assigns, insurers, affiliates, subsidiaries, hareholders, members and managers ("Contractor") hereby releases and forever discharges 6610 N. Sheridan LLC, an Illinois limited liability company ("Owner"), PNC Bank, National Association, successor to National City Bank, N.A., 6610 N. Sheridan LLC, an Illinois limited liability company, and their present and former officers, directors, partners, employees, agents, representatives, lenders, attorneys, affiliates, predecessors, successors, assigns and insurers (collectively the "Released Entities") and each of them or and from any and all Claims and all Claims against the property commonly known as 6610 N. Sheridan Road, Chicago, IL, legally described on Exhibit A.

For all purposes hereof, the term "Claims" shall mean and refer to any and all claims, demands, damages, actions, causes of action and obligations of whatever in ture. In law or equity, (and whether statutory, common law or other) that Contractor may now have, or ever have had, or may in the future have, against Released Parties or with respect to the Property that are based in whole or in part on any conduct, fact, matter, act, omission, cause, transaction or thing whatsoever, occurring from the beginning of time through the date of this Release relating to or arising out of the Property, including without limitation, (i) all rights relating to any and all agreements for services or materials, by and between Contractor or its successors, predecessors and affiliates, and Owner pursuant to which Contractor or its successors, predecessors and affiliates, was to provide certain construction related services or materials (the "Agreements"), and (ii) any right to file a lien or claim against the Property, in any manner whatsoever. Contractor hereby agrees that all Agreements have been terminated and all consideration due thereunder has been fully paid and performed by Owner.

Contractor represents and warrants to Released Parties that: (i) it is the sole and exclusive owner of the Claims; and (ii) it has not sold, pledged or otherwise transferred or assigned any interest in or to the Claims.

S A P A S A

,

SC 1

US\_ACTIVE-103154642.2

1030933089 Page: 2 of 4

# UNOFFICIAL COP

/ agrees to unde inst any actions, law iled against the Property , out of the Agreement. Con. armless against any such liens (ing from any such actions, lawsuits, conditions) states that it has been represented by counsel ands this Release and that it intends to be legally bour.

The remainder of this page is left intentionally blank. Contractor expressly agrees to undertake to defend each Released Entity, at Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against any Released Party as a result of liens filed against the Property by any material supplier or subcontractor of any tier to the extent arising out of the Agreement. Contractor hereby agrees to indemnify and hold each Released Party harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

Contractor states that it has been represented by counsel with regard to the Claims, has read and understands this Release and that it intends to be legally bound by the same.

1030933089 Page: 3 of 4

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Contractor has executed this Release on and as of October 🏆 , 2010.

**INVERBRASS FUNDS, LLC** 

Title:

STATE OF Cook )
) SS:
COUNTY OF Illinois )
The Undersigned, a Notary Public within and for said County, in the State afore-
said, duly commissioned and acting, do hereby certify that on this 22nd day of 0 CT
2010, personally appeared before me frunchthal, the hny of 6610 Wishide 5
an, to me pers inclly well known and known to be the person who signed the foregoing instrument, and who, being by no duly sworn, stated and acknowledged that he is the
delivered the same on behalf of said  delivered the same on behalf of said  with authority, as his/her
and its free and voluntary act and deed for the usas and purposes therein mentioned and set forth.
WITNESS my hand and seal as such Novary Public the day and year in this certifi-
cate above written.
OFFICIAL SEAL
NORMA A MAGANA
NOTARY PUBLIC - STATE OF ILLINOIS  NY COMMISSION EXPIRES:07/19/14  Notary Public
**************************************
My commission expires: 7-19-14

1030933089 Page: 4 of 4

## UNOFFICIAL C

### **EXHIBIT A - LEGAL DESCRIPTION**

#### PARCEL 1:

THE NORTH 100 FEET OF LOTS 1 TO 4 INCLUSIVE (TAKEN AS A TRACT) IN BLOCKS 5 IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4, (EX-CEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 1, 2, 3 AND 4 IN BLOCK 5 (EXCEPT THE NORTH 100 FEET THEREOF TAKEN AS A TRACT) IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTH-WEST 1/4, (EXCIP) THE SOUTH 30 ACRES THEREOF) OF SECTION 32. TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS:** 

6610 N. Sheridan Road

Chicago IL

PIN:

11-32-313-027-0000

11-32-313-028-0000