Doc#: 1112241030 Fee: \$50,00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 05/02/2011 10:57 AM Pg: 1 of 8

### SPACE ABOVE RESERVED FOR RECORDER

Prepared by & viney recorded, return to:

Chicago Title #100051799-ManorCare 711 Third Ave, #500, NY, NY 10017

RELEASE, SATISFACTION, DISCHARGE, TERMINATION; SUBSTITUTION OF TRUSTEE & FULL RECONVEYANCE; MORTGAGE SATISFACTION PIECE (DE);

QUITCLAIM DEED & RELEASE, AND CANCELLATION OF DEED TO SECURE DEBT (GA); CERTIFICATE OF SA (IS FACTION (MD & VA);

RELEASE OF LIEN (PA); AND/OR
LOST MORTGAGE SATISFACTION WITH AFFIDAVIT OF LOST MORTGAGE (SC)

MORTGAGE / DEED OF TRUST / TRUST DELD / DEED TO SECURE DEBT

DATED AS OF 04/07 /2011

**FOR USE IN STATES OF:** 

AZ, CA, CT, DE, FL, GA, IA, IL, IN, KS, KY, MD, MI, MO, NC, ND, NJ, NV, OH, OK, PA, SC, SD, TX, UT, VA, WA, WI & VV

#### Whereas:

JPMorgan Chase Bank, N.A., is a national banking association having a place of business at 270 Park Ave, NY, NY 10017 (the "Undersigned").

#### Whereas:

Undersigned is the record holder (or, if applicable, the successor in interest to the original owner and holder) of the indebtedness secured by the security instrument identified on Exhibit A hereto, as same may have been amended (the "Security Instrument") encumbering the premises described therein (the "Premises") and which has not been further assigned.

Whereas — As to Security Instrument which is a deed of trust in all states except NC, UT & VA and where beneficiary is an institutional lender (e.g. federal or state chartered bank):
Undersigned in its capacity as beneficiary, does hereby appoint and substitute itself as trustee thereunder.

DMWEST #8069392 v1

FRGEN

PIN:05-34-121-056-0000 Parcel 1+2 PIN:05-34-121-041-0000 Parcel 3

M.G.R. TITLE

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## Whereas --- As to Security Instrument which is a deed of trust in NC & UT:

Undersigned in its capacity as beneficiary, appoints and substitutes Neal J. Miranda, c/o Chicago Title, 711 Third Ave, #500, NY, NY 10017 (or Chicago Title Insurance Company, 711 Third Ave, NY, NY 10017 as to UT only) as Substitute Trustee under the deed of trust, and beneficiary directs that Substitute Trustee join in this instrument solely to (i) reconvey the deed of trust and (ii) release the Premises from the lien and effect of the deed of trust, and does hereby hold Substitute Trustee harmless from all loss or damage as a result thereof except in the event of the gross negligence or willful misconduct of Substitute Trustee.

# Whereas --- As to Security Instrument which is a deed of trust in VA:

Undersigned in its capacity as beneficiary, appoints and substitutes John W. Gutowski, c/o Ballard Spahr LLP, 601 13th Street NW, Suite 1000 South, Washington, DC 20005 as Substitute Trustee under the deed of trust, and beneficiary directs that Substitute Trustee join in this instrument solely to (i) reconvey the deed of trust and (ii) release the Premises from the lien and effect of the deed of trust, and does hereby hold Substitute Trustee Larmless from all loss or damage as a result thereof except in the event of the gross negligence or willful misconduct of Substitute Trustee.

# Whereas -- As to Security Insurrement which is a deed to secure debt in GA;

The indebtedness secured thereby has been paid in full and Undersigned being the present record holder of such Security Instrument by virtue of Leing the original Mortgagee/Beneficiary/Grantee, the clerk of the superior court is authorized and directed to cancel that Security Instrument of record as provided in Code Section 44-14-4 of the O.C.G.A. for other mortgage cancellations.

## Whereas - As to Security Instrument which is a deed of trust in NC:

This instrument is a Satisfaction of Security Instrument pursuant to G.S. 45-36.10 & G.S.45-37(a)(7) and (a) Undersigned is now the record holder in the Security Instrument which is a deed of trust, and (b) this Satisfaction of Security Instrument terminates the effectiveness of the Security Instrument which is a deed of trust.

## Whereas - As to Security Instrument which is a mortgage in SC:

Undersigned, being duly sworn, states that Undersigned is the record holocither cof and that the same has (a) not been assigned, hypothecated or otherwise disposed of, and (b) been lost, destroyed or after diligent search cannot be found.

### Now therefore — As to Security Instrument in DE:

Recorder >>> You are hereby requested and authorized to enter satisfaction of, and cancel of record, the Security Instrument.

## Now therefore - As to Security Instrument in PA:

This instrument is and shall operate as a release of lien and not as a satisfaction or discharge, and in consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Undersigned does hereby release the Premises from the lien and effect of the Security Instrument.

### Now therefore --- As to Security Instrument in VA:

Undersigned, record holder of the note(s)/indebtedness secured by the Security Instrument recorded in Virginia which is a deed of trust, does hereby certify that the same has/have been paid in full, and the lien therein created and retained is hereby released, and further authorizes the filing of UCC Financing

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Statement Amendments, terminating any UCC Financing Statement that was filed as a fixture filing in order to perfect the security interests in fixtures and personal property created by the deed of trust.

#### Now therefore:

In consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Undersigned does hereby (a) certify that the indebtedness secured by the Security Instrument has been fully paid, (b) remise, release, quitclaim, grant and reconvey without warranty unto the owner the Premises encumbered by the Security Instrument, (c) certify that the Security Instrument is canceled, satisfied in full, discharged, terminated and of no further force and effect, (d) release the Premises from the lien and effect of the Security Instrument, as well as any related security instruments, including, but not limited to, any assignment of leases and rents, financing statements (and though not mandatory, further authorizes the filing of a UCC Financing Statement Amendment, terminating any UCC Financing Statement that was filed as a fixture filing in order to perfect the security interests in fixtures and personal property created by the Security Instrument) or any other instruments evidencing collateral given in connection with the loan, and (e) request and authorize the recording clerk to enter satisfaction of, and cancel of record, the Security Instrument.

REMAIND) R OF PAGE LEFT INTENTIONALLY BLANK

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#### In witness whereof:

Undersigned, by its duly elected officer (who for purposes of real property located in the District of Columbia, are hereby appointed attorney-in-fact) and pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

#### MORTGAGEE/BENEFICIARY/GRANTEE:

JPMORGAN CHASE BANK, N.A., A BANKING ASSOCIATION CHARTERED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, IN ITS CAPACITY AS COLLATERAL AGENT

V V COOK TO COOK	Ву:	Michael aforabiero	(SEAL)
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Printed Name: Michael A. Forastiere

Title: Executive Director, duly authorized Address: 270 Park Ave, NY, NY 10017

Telephone: (2.2) 623-4444

Witness #1:

Name: Sonalie Lopez

Witness #2:

Name: Alaina Ferraieli Normi (N-V

Notary Public as to Premises in GA:

Notary Public

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

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# **UNOFFICIAL COPY**

County of NY, State of NY:

### Multi-State Corporate Acknowledgment:

On 6211, before me, the undersigned officer, personally appeared MICHAEL A. FORASTIERE personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of JPMORGAN CHASE BANK, N.A., and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the JPMORGAN CHASE BANK, N.A. by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said JPMORGAN CHASE BANK, N.A. \*\*\* Witness my hand and official seal.

### Uniform Acknowledgment (also NY Acknowledgment) which is supplemental to the foregoing acknowledgmeat:

On 22/23/11 of ore me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL A. FORASTIERE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature (s) co the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the insurment. \*\*\* Witness my hand and official seal.

County Clark's Office OFFICIAL SEAL CLAUDIA J. OMARI NOTARY PUBLIC - NEW JERSEY My Comm. Expires March 5, 2013

That (

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# **UNOFFICIAL COPY**

#### **EXHIBIT A**

Security Instrument

**FACILITY #** 407

The following is/are recorded in the public records of County (Town) of Cook, State of Illinois:

## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (THE "MORTGAGE"):

Mortgagor/Trustor/Grantor:

HCR ManorCare Properties, LLC, a Delaware limited liability company

Mortgagee/Benef: iar v/Grantee:

JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America, in its capacity as collateral agent for itself and Column Financial, Inc., a Delaware corporation, and Bank of America, N.A., a national banking association

Trustee:	
See annexed LIST OF TRUSTI	EES
Dated:	
December 21, 2007	
Recorded:	4
January 11, 2008	
In/As:	
Document No. 0801103002	
	Y/\(\frac{1}{2}\)
AMENDMENT/MODIFICAT	TION TO THE MORTGAGE ('.F ANY):
Dated:	
//	C'y
Recorded:	
//	~~~
<u>In/As:</u>	1.6
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	· (C-

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### **LIST OF TRUSTEES**

Chicago Title Insurance Company, a NE corporation, 2415 Camelback Rd, Phoenix, AZ 85016, 602-667-1000		
Chicago Title Company, a CA corporation, 700 S. Flower, Los Angeles, CA 90017, 800-326-3262		
Linda Rose, c/o Chicago Title Insurance Company, a NE corporation, 19 East Fayette St, Baltimore, MD 21202, 410-727-3700		
Chicago Title Insurance Company, a NE corporation, 1100 Main St, Kansas City, MO 64105		
Chicago Title Insurance Company, a NE corporation, 7025 Albert Pick Rd, Greensboro, NC 24709, 336-665-1314		
United Title of Nevada, a NV corporation, 3980 Howard Hughes Pkwy, Las Vegas, NV 89105, 102-836-8000		
Rebecca Courad, c/o Chicago Title Insurance Company, 2001 Bryan St, Dallas, TX 75201		
Founders Title Company, a UT corporation, 746 East Winchester St, Salt Lake City, UT 84107, 801-261-5505		
Alexander Title Agency Incorporated, a VA corporation, 5875 Trinity Pkwy, Centreville, VA 20120		
Chicago Title Insurance Company, a NE corporation, 701 Fifth Avenue, Seattle, WA 98104		
Brian Gallagher, c/o Steptoe & Johnson, 1055 Van Voorhis Rd, Morgantown, WV, 26507-1616, a resident of Monongalia County, WV		
26507-1616, a resident of Monongalia County, WV		

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Facility # 407 432 Poplar Drive Wilmette, IL County: Cook

#### PARCEL 1:

LOT 5 (EXCEPT THE NORTH 16 FEET) AND LOT 6 IN THE SUBDIVISION OF SWARTOUT'S RESUBDIVISION OF LOTS 4 AND 5 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 5 IN OWNER'S SUBDIVISION OF LOT 6 IN BLOCK 11 IN WILMETTE VILLAGE, IN SECTION 34, TOWNSHIP 42 NOPTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLUNOIS.

### PARCEL 3:

LOT 1 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, PANGE 13, EAST OF THE THIRD A Clarks Office PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcels 1 and 2: PfN: 05-34-121-056-0000

Parcel 3: PIN: 05-34-121-041-0000