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Doc#: 1409334064 Fee: \$76.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/03/2014 01:36 PM Pg: 1 of 6

## RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

KNOW ALL MEN BY THESE PRESENTS, That The Canada Life Assurance Company, a Canadian corporation for and in consideration of the payment of the indebtedness secured by the Mortgage and Security Agreement hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt where of is hereby acknowledged, does hereby REMISE, RELEASE CONVEY AND QUIT CLAIM unto DiMucci Development Corporation of Cicero IL, an Illinois corporation, heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage bearing the date of the August 28, 1998 and recorded in the Cook County Recorder of Deeds, in Cook County, in the State of Illinois on September 9, 1998 as document 98804155 to the premises therein described as follows, situated in the County of Cook, in the State of Illinois, to wit:

More particularly described in said Mortgage (see Exhibit P attached hereto and made a part hereof); and in through or by a certain Mortgage

Also Released is an Assignment of Rents and Leases, recorded on September 9, 1998, as document number 98804156 in the Cook County Recorder of Deeds office, Cook County, IL,

Together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): 16-27-306-048-0000 Cook County (OLD PIN) replaced with 16-27-306-060-0000

Address(es) of the Premises: 2945 S. Cicero, Cicero, IL 60650

Acknowledged this 21<sup>st</sup> day of March 2014

The Canada Life Assurance Company

BY   
Name: **Brian Schwartz, Sr. Vice President**  
Title: **Investments, GWL&A**

BY   
Name: **Mark A. Bishop, Assistant Vice President**  
Title: **Mortgage Investments, GWL&A**

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STATE OF COLORADO

COUNTY OF SARASOTA

S.S.

Before me, ANDREA CHAVEZ, a Notary Public in and for said County and State, personally appeared before BRIAN SCHWARTZ, SR. VICE PRESIDENT and MARK A. BISHOP, ASST. VICE PRESIDENT, of The Canada Life Assurance Company, a corporation organized and existing under the laws of the State of Canada, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 21<sup>ST</sup> day of MARCH 2014

A. Chavez  
NOTARY PUBLIC

My Commission Expires: 1/16/2018

My address is: 8525 East Orchard Road, 2T3, Greenwood Village, Colorado 80111

ANDREA CHAVEZ  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID 20134067115  
My Commission Expires 01/16/2018

DEPT. OF COOK COUNTY Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION



98804155

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PARCEL 1:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 33.00 FEET EAST OF THE WEST LINE OF SAID

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF CICERO AVENUE, A DISTANCE OF 517.52 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 263.45 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 37.47 FEET TO A POINT

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 303.90 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.32 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 209.33 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 86.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 97.56 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF MANUFACTURER'S JUNCTION RAILROAD COMPANY, 99 YEAR EASEMENT, A DISTANCE OF 113.55 FEET TO A POINT;

THENCE NORTH 89 DEGREES 26 MINUTES 44 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 559.38 FEET POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 26 MINUTES 44 SECONDS WEST, A DISTANCE OF 137.35 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 115.01 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOW KNOWN AS

LOT 2 IN HUMBLE SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OPERATION AND EASEMENT AGREEMENT BETWEEN DAYTON HUDSON CORPORATION AND DIMUCCI DEVELOPMENT CORPORATION OF CICERO II RECORDED APRIL 27, 1995 AS DOCUMENT 95278936 AND FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT RECORDED SEPTEMBER 20, 1996 AS DOCUMENT 96723367.

CICLA 29455. Cicero, Cicero, Ill  
Plot # 16-27-306-048

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**UNOFFICIAL COPY****EXHIBIT C****COLLATERAL**

**Mortgagor** DiMucci Development Corporation of Cicero II  
**Mortgagee** The Canada Life Assurance Company

**DESCRIPTION OF COLLATERAL**

All of the following property now or at any time hereafter owned by Mortgagor or in which the Mortgagor may now or anytime hereafter have any interest or rights, together with all of Mortgagor's right, title and interest therein:

- (i) all furniture, furnishings and equipment furnished by Mortgagor to tenants of the Premises (as legally described in Exhibit B hereto);
- (ii) all building materials and equipment located upon the Premises and intended to be incorporated in the improvements located thereon now or hereafter to be constructed thereon, whether or not yet incorporated in such improvements;
- (iii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems, electronic monitoring equipment and devices;
- (iv) all window or structural cleaning rigs, maintenance equipment and equipment relating to exclusion of vermin or insects and removal of dust, dirt, debris, refuse or garbage;
- (v) all lobby or other indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, wall beds, wall safes and other furnishings;
- (vi) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains;
- (vii) all lamps, chandeliers and other lighting fixtures;
- (viii) all recreational equipment and materials;
- (ix) all office furniture, equipment and supplies;

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- (x) all kitchen equipment, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units;
  - (xi) all laundry equipment, including washers and dryers;
  - (xii) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of exterior portions of the Premises;
  - (xiii) all maintenance supplies and inventories;
  - (xiv) all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including without limitation, business equipment and inventories located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;
  - (xv) any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;
  - (xvi) all rents, issues, deposits (including security deposits and utility deposits) and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;
  - (xvii) all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable and general intangibles relating to the Premises;
  - (xviii) all rights in and proceeds from all fire and hazard, loss of income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the Mortgage, the use or occupancy thereof, or the business conducted thereon;
  - (xix) all awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and
  - (xx) all proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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