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Karen A. Yarbrough
Cook County Clerk
Date: 07/15/2021 05:02 AM Pg: 1 of 4

Prepared By and

After Recording

Send to:

Julien Kacou, Esq.
Skadden, Arps, Slate, Meagher
& Flom LLP
300 South Grand Avenue
Los Angeles, CA 90071

RELEASE OF MORTGAGE

WHEREAS, on September 28, 2020 and effective as of October 13, 2020, a certain First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing was executed by Burlington Coat Factory of Texas, Inc., a Florida corporation, f/k/a Burlington Coat Factory Realty of River Oaks, Inc., an Illinois corporation ("Mortgagor"), to Wilmington Trust, National Association, in its capacity as Collateral Agent under the Indenture (in such capacity, "Mortgagee"), and recorded on December 8, 2020 as Instrument No. 2034362137, in the Official Records of the County of Cook, State of Illinois (as may be amended and/or modified from time to time, the "Mortgage"), which encumbers certain real property located in Cook County, Illinois (the "Property"). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Mortgage.

WHEREAS, Mortgagor has been asked to release the Property more fully described in Exhibit "A" attached hereto (hereinafter, the "Release Parcel") from the lien of the Mortgage.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, Mortgagee does remise, release, and discharge the Release Parcel and Mortgagor from the lien of said Mortgage without recourse, representation or warranty.

Mortgagee is executing this Release of Mortgage solely in its capacity as the Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, Mortgagee shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[signature on following page]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Mortgage on June 10, 2021.

Mortgagee:

Wilmington Trust, National Association,
not in its individual or corporate capacity,
but solely in its capacity as Collateral Agent

By: *Barry D. Somrock*
Name: Barry D. Somrock
Title: Vice President

STATE OF MINNESOTA

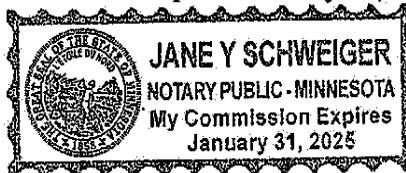
COUNTY OF HENNEPIN

On the 10th day of June, in the year 2021, before me the undersigned, personally appeared Barry D. Somrock, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Jane Y. Schweiger
Notary Public

After recording return to:
Julien Kacou, Esq.
Skadden, Arps, Slate, Meagher
& Flom LLP
300 South Grand Avenue
Los Angeles, CA 90071

Name: Jane Y. Schweiger
My Commission Expires: January 31, 2025



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Exhibit A

Legal Description

PARCEL 1:

LOT 1 AND THE SOUTHWESTERLY 1.04 FEET OF LOT 2 IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 93.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 25 SECONDS WEST A DISTANCE OF 5.61 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 98.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

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THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 7.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST A DISTANCE OF 180.0 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1 A DISTANCE OF 7 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85149007 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NO. 4951 TO HOMEOWNERS WAREHOUSE, INC., RECORDED OCTOBER 15, 1985 AS DOCUMENT NO. 85235391 AS AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 18, 1985 AS DOCUMENT NO. 85329731, BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT NO. 88203519, AND BY THIRD AMENDMENT TO SAID DECLARATION RECORDED MAY 10, 2000 AS DOCUMENT NO. 00331.108, OVER AND ACROSS "COMMON AREA" AS SUCH IS DEFINED AND LIMITED THEREIN.

Informational Note Only: Tax Parcel Numbers: 30-19-300-012-0000, 30-19-300-013-0000 (portion) and 30-19-300-039-0000 (portion)