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Record and Return To:

First Horizon Bank
3451 Prescott Rd
Memphis, TN 38118

Doc#: 2328606201 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/13/2023 11:12 AM Pg: 1 of 8

This Instrument Prepared By:

First Horizon Bank
3451 Prescott Rd
Memphis, TN 38118
800-382-5465

Loan #: **5300656038**

SATISFACTION OF MORTGAGE

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **First Horizon Bank, successor by merger to IBERIABANK, a division of First Horizon Bank, successor by conversion to IBERIABANK** does hereby certify that a certain Mortgage, by **HMC PT PRAIRIE STONE CROSSING LLC** (collectively the "Borrower/Grantor"), has been paid in full and is hereby **RELEASED AND SATISFIED IN FULL** and the real estate described therein is fully released as described below:

Original Lender: **IBERIABANK**

Dated: **10/31/2019** Recorded: **11/07/2019** Instrument: **1931141054** in Cook County, IL Loan Amount: **\$19,180,000.00**

Property Address: **2600 W SUTTON RD, HOFFMAN ESTATES, IL 60192**

Parcel Tax ID: **01-33-301-005-0000**

Legal: **SEE ATTACHED**

The party executing this instrument is the present holder of the document described herein.

IN WITNESS WHEREOF, this instrument was executed and delivered by the undersigned on **10/11/2023**.

First Horizon Bank, successor by merger to IBERIABANK, a division of First Horizon Bank, successor by conversion to IBERIABANK

By: 

Name: **R Devlin**

Title: **Vice President**

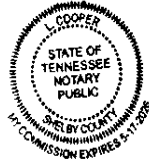
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STATE OF Tennessee } s.s.
COUNTY OF Shelby

On 10/11/2023, before me, **L Cooper**, Notary Public, personally appeared **R Devlin, Vice President of First Horizon Bank, successor by merger to IBERIABANK, a division of First Horizon Bank, successor by conversion to IBERIABANK**, personally known to me (or proved to me the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

L. Cooper



Notary Public: **L Cooper**
My Commission Expires: **05/17/2026**
Commission #: **NA**

Property of Cook County Clerk's Office

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**EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

[Legal Description]

PARCEL 1:

LOT 1 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT FROM TARGET CORPORATION, A CORPORATION OF MINNESOTA, IN THE OPERATING AND EASEMENT AGREEMENT DATED FEBRUARY 23, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505645134 OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 1 IN THE POPLAR CREEK CROSSING SUBDIVISION RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING) DATED AS OF AUGUST 14, 2007, RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123 FOR INGRESS AND EGRESS UPON, ACROSS AND BETWEEN THE ACCESS POINTS AS DEPICTED ON EXHIBIT D ATTACHED THERETO, AND OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 6A OF THE RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK RECORDED APRIL 20, 2001 AS DOCUMENT 0010323887;

AS AMENDED BY

THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT 0807918008,

THAT CERTAIN SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT 0814210160,

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THAT CERTAIN THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103054,

THAT CERTAIN FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103055,

THAT CERTAIN FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129074,

AND AS SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129075,

AND FURTHER SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT 1226318075.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN DECLARATION OF COVENANTS AND EASEMENTS DATED AS OF OCTOBER 1, 2004 AND RECORDED OCTOBER 5, 2004 AS DOCUMENT 0427919072 TO USE THE DRIVEWAYS AS MAY EXIST FROM TIME TO TIME FOR THE SOLE PURPOSE OF PROVIDING PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS OVER PORTIONS OF THE FOLLOWING LAND: LOT 4 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050.

Address: 2600 W Sutton Rd, Hoffman Estates, IL 60192-3725

PDN Number: 01-33-301-005-0000

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**EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

[Permitted Exceptions]

1. **General Real Estate Taxes for the year 2019 and subsequent years a lien not yet due or payable.**

Permanent Index Number: 01-33-301-005-0000

(Affects Parcel 1)

2. **Grant dated February 8, 1951 and recorded March 1, 1951 as document 15021107 made by Christ Arens, Edwin Arens, Edna Arens Krause and Melvin Krause, her husband, George Arens, Clare Arens Harford and Ralph Harford, her husband, to Texas Illinois Natural Gas Pipeline Company; as amended by Amendment to Right of Way Agreement made by Natural Gas Pipeline of America and W2001 VHE Realty LLC, dated August 23, 2007 and recorded September 6, 2007 as document 0124909027, and the terms and provisions contained therein.**
3. **Terms and conditions contained in Annexation Agreement dated September 27, 2004 and recorded September 29, 2004 as document 0427339109 made by and between Hinsbrook Bank and Trust Company, as Trustee under Trust Number 01-056, Hinsbrook Bank and Trust as Trustee under Trust Number 01-057, Rubina Realty Corporation, Yamos Enterprises, L.L.C. and Village of Hoffman Estates.**
4. **Terms and provisions of Declaration Regarding Sales Tax Reporting made by and between Hinsbrook Bank and Trust Company as Trustee under Trust Agreement dated September 30, 2004 and known as Trust No. 04-037 and W2001 VHE Realty L.L.C., dated as of October 1, 2004 and recorded October 5, 2004 as document 0427919071.**
5. **Covenants and restrictions and easements relating to various matters including but not limited to easements for driveways, pedestrian access, detention ponds, sight lines, utility connections and permitted uses contained in the Declaration of Covenants and Easements dated as of October 1, 2004 and recorded October 5, 2004 as document 0427919072 made by and between W2001 VHE Realty, L.L.C., a Delaware limited liability company and Hinsbrook Bank and Trust Company, as Trustee under Trust Agreement dated September 30, 2004 and known as Trust Number 04-037, which does not contain a reversionary or forfeiture clause.**

(Affects Parcels 1 and 4)

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6. Covenants and restrictions and easements including passage and parking of vehicles over and across the parking and driveway areas and for passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas, for passage and accommodation of pedestrians and vehicles upon, over and across the permanent access drive, and a sign easement for the construction, reconstruction, replacement, operation, maintenance and repair of sign structures, contained in Operation and Easement Agreement dated February 23, 2005 and recorded February 25, 2005 as document 0505645134 between Target Corporation and W2001 VHE Realty L.L.C., which does not contain a reversionary or forfeiture clause.

Supplemental Agreement recorded July 29, 2010 as document 1021049031 as to Lot 3 in Resubdivision No. 1.

Supplemental Agreement recorded August 10, 2010 as document 1022255020 as to Lot 2 in Resubdivision No. 1.

(Affects Parcels 1 and 2)

7. Covenants, terms, and conditions contained in Memorandum of Route 59 Intersection and Traffic Signal Agreement between the owners of the land West and East of the intersection in Route 59, East of the Shopping Center, recorded February 16, 2006 as document 0604732105. Amendment to Memorandum of Route 59 Intersection and Traffic Signal Agreement recorded May 20, 2009 as document 0914022063.
8. (1) Building lines, easements, easement provisions and IDOT note as shown on the Plat of Poplar Creek Crossing Subdivision recorded June 23, 2007 as document 0717922001, as follows:
- a. 20 foot building setback line
 - b. 5 foot, 10 foot, 15 foot, 20 foot, 33 foot, 35 foot and varying distances public utility easements
 - c. stormwater detention easement
 - d. 10 foot street light easement
 - e. specific easements with additional provisions granted to Village of Hoffman Estates and to utility service providers and their successors that hold a license or franchise
 - f. specific easements with additional provisions granted to Commonwealth Edison, Ameritech Illinois a.k.a. S.B.C., and Northern Illinois Gas Company
 - g. storm water management facilities easement agreement with terms and provisions made by owner to Village of Hoffman Estates
 - h. IDOT approval with respect to roadway access. Plans required for permits for access driveways.
 - i. 27 foot, 28 foot, 33 foot, 35 foot, 36 foot 39 foot and varying distances ingress and egress and public utility easements

(2) And as shown on the Plat of Poplar Creek Crossing Resubdivision #1 recorded May 12, 2010 as document 1013244050, as follows:

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- j. 20 foot building setback line amending and partially abrogating line at a. above
 - k. 20 foot public utility easement
 - l. 20 foot ingress and egress and public utility easement
 - m. Declaration regarding existing easements and utility lines and the terms and provisions thereof
 - n. specific easements with additional provisions granted to Village of Hoffman Estates and to utility service providers and their successors that hold a license or franchise
 - o. specific easements with additional provisions granted to Commonwealth Edison (ComEd), AT&T Illinois a.k.a. S.B.C., and Northern Illinois Gas Company.
9. Terms, provisions and conditions contained in Reciprocal Easement Agreement (Poplar Creek Crossing Subdivision and Prairie Stone Crossing), recorded October 23, 2007 as document 0720605115 and re-recorded October 29, 2007 as document 0730215123.

First Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of February 13, 2008 and recorded March 19, 2008 as document 0807918002.

Second Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of April 11, 2008 and recorded May 21, 2008 as document 0814210160.

Third Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of June 12, 2008 and recorded August 8, 2008 as document 0822103054.

Fourth Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of July 11, 2008 and recorded August 8, 2008 as document 0822103055.

Fifth Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of September 12, 2008 and recorded December 16, 2008 as document 0835129074.

Consent to Reciprocal Easement Agreement and Use Restrictions by PetsMart, Inc. dated as of September 24, 2008 and recorded December 16, 2008 as document 0835129071.

Consent to Reciprocal Easement Agreement and Use Restrictions by Target Corporation dated as of April 21, 2008 and recorded December 16, 2008 as document 0835129072.

Consent to Reciprocal Easement Agreement and Mutual Use Restriction by OfficeMax North America, Inc. dated as of April 21, 2008 and recorded December 16, 2008 as document 0835129073.

Acknowledgement Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of November 14, 2008 and recorded December 16, 2008 as document 0835129075.

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Acknowledgement Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and Prairie Stone Crossing, L.L.C., dated as of August 24, 2012 and recorded September 19, 2012 as document 1226318075, as to tenants interest only.

- 10. Terms and conditions in Memorandum of Route 59 Signalized Intersection Escrow Agreement entered into between W2001 VHE Realty L.L.C. and Chicago Title Land Trust Company, as Trustee of Trust No. 1079317 under Trust Agreement dated February 9, 1981 and Trust No. 1079831 under Trust Agreement dated May 4, 1981, dated April 28, 2009 and recorded May 1, 2009 as document 0912122121.**
- 11. Rights of the owners of land bordering on the Pond in respect to the water of said Detention Pond.**

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