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KNOW ALL MEN BY THESE PRESENTS, That the \_\_\_\_\_  
Harris Bank Winnetka, N.A.

a corporation of the State of Illinois, for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto A. Dean Poulos and Jeanne A. Poulos,  
1500 Woodlawn, Glenview, IL 60025  
(NAME AND ADDRESS)

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 date the 25th day of January, 1988, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book --- of records, on page ---, as document No. 88073956, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

Lot 2 in Kenneth Petersen Subdivision, being a Subdivision in the East 1/2 of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

13<sup>00</sup>

PTN #04-26-404-016 & #04-26-496-002

COOK COUNTY, ILLINOIS

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

IN TESTIMONY WHEREOF, the said Harris Bank Winnetka, N.A.

has caused these presents to be signed by its Asst. Vice President, and attested by its Asst. Vice President Secretary, and its corporate seal to be hereto affixed, this 30th day of April, 1990.

Harris Bank Winnetka, N.A.

Helen M. O'Hara  
By Helen M. O'Hara Asst. Vice President

Attest: Ann T. Tyler  
Ann T. Tyler Assistant Vice President

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

This instrument was prepared by Kristin Warner 520 Green Bay Rd., Winnetka, IL 60093  
(Name) (Address)

Mail to:

BOX 333 - TH

UNOFFICIAL COPY

RELEASE DEED  
By Corporation

TO

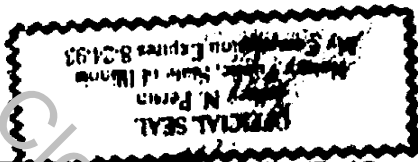
ADDRESS OF PROPERTY:

MAIL TO:

Form 83-784 SMM/CMAVT

Property of Cook County

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I, the undersigned

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Holene M. O'Hara

personally known to me to be the Asst. Vice President of the Ilatra Bank Wlngeka, N.A.

Asst. Vice a corporation, and Ann T. Tyler, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vice President and President, they signed and delivered the said instrument as Asst. Vice President and President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April 19 90

arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises described as set forth in Exhibit A attached hereto and incorporated by reference herein.

This instrument is given to secure payment of the principal sum of One Million and 00/100 Dollars (\$1,000,000.00) and interest upon a certain loan secured by a Trust Deed or Mortgage to Harris Bank Glencoe-Northbrook, N.A. dated February 25, 1991 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises described in Exhibit A as aforesaid. This instrument shall remain in full force and effect until said loans and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the Leases, Licenses, rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, bonds, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and

Recorder's Office

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premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

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The release of the Trust Deed or Mortgage securing said notes shall ipso facto operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS/LEASES, is executed by the undersigned, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of said Trustee personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as said Trustee, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, the undersigned, as Trustee as aforesaid, and not personally, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Credit Officer the day and year first above written.

Harris Bank Glencoe-Northbrook N.A., not personally, but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated October 25, 1990 and known as Trust No. L-455 aforesaid.

By:

Mary A. Snyder  
Mary A. Snyder, Trust Officer

Attest:

Robin Gorinac  
Robin Gorinac, Credit Officer

CORPORATE SEAL

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Mary A. Snyder and Robin Gorinac of the Trustee, Grantor, personally known to me to be the same persons

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whose names are subscribed to the foregoing instrument as such  
Trust Officer and Credit Officer respectively,  
appeared before me this day in person and acknowledged that they  
have signed and delivered the said instrument as their own free  
and voluntary act, and as the free and voluntary act of said  
Company, for the uses and purposes therein set forth; and the  
said Credit Officer then and there acknowledged that said  
Credit Officer, as custodian of the corporate seal of said  
Company, caused the corporate seal of said Company to be affixed to  
said instrument as said Credit Officer's own free and voluntary  
act and as the free and voluntary act of said Company for the uses  
an purposes therein set forth.

Given under my hand and Notary Seal this 17th day  
of April, 1991.

" OFFICIAL SEAL "  
CHRISTOPHER HODGSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/20/94

NOTARY SEAL

  
NOTARY PUBLIC

of Cook County Clerk's Office

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## EXHIBIT A

Common Street Address: 3017-3021 W. Peterson Avenue, Chicago, IL

Permanent Index No.(s): 13-01-304-031 and 032

### Legal Description:

Lots 34, 35, 36, 37, 38, 39, 50, 51 and 52 (except that part of said Lots 51 and 52 condemned for widening of Lincoln Avenue) also all of the vacated 16 foot alley lying North of and adjoining said Lot 50, all in Krenn and Dato's Polo Grounds Addition to North Edgewater, being a subdivision in the Southwest Quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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