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3. The "Liabilities" of the corporation to the Bank pursuant to the Reimbursement Agreement are secured by valid, perfected, first priority security interests in and mortgage liens upon substantially all of the assets of the corporation (the "Collateral"), including, without limitation, the following: that certain Mortgage, Assignment of Rents and Security Agreement dated December 1, 1985 and recorded on December 30, 1985 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 85343691 and filed on January 2, 1986 with the Registrar of Titles of Cook County, Illinois as Document No. LR 3487255, and amended by Mortgage Modification and Spreader Agreement dated as of August 1, 1987 and recorded on December 29, 1987 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 87679420 and filed on December 29, 1987 with the Registrar of Titles of Cook County, Illinois as Document No. LR 3677264, and further amended by that certain Second Modification of Mortgage dated as of January 1, 1991 and recorded on January 15, 1991 in the Office of the Recorder of Deeds, Cook

2. Pursuant to that certain Amendment No. 2 to Letter of Credit, Bank Bond Purchase and Reimbursement Agreement, dated December 18, 1990 and effective as of the 1st day of January, 1991, amending that certain Letter of Credit, Bank Bond Purchase and Reimbursement Agreement, dated and effective as of the 30th day of December, 1985 and amended from time to time thereafter (collectively, the "Reimbursement Agreement"), the Bank issued its irrevocable direct pay letter of credit in the face amount of \$25,636,986.30 (the "Letter of Credit"), to support the \$25,000,000.00 principal amount Revenue Bonds, Series 1985A (Michael Reese Health Plan, Inc. Project) (the "Bonds") issued by the Illinois Health Facilities Authority for the benefit of Michael Reese Health Plan, Inc. (the "Corporation").

1. Applicant is a Vice President of American National Bank and Trust Company of Chicago ("Bank") and is familiar with the matters set forth herein.

The undersigned, Christopher Honn, being first duly sworn on oath, deposes and states as follows:

AFFIDAVIT

COUNTY OF COOK)
STATE OF ILLINOIS)
SS)

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8. Since the Letter of Credit will remain outstanding until the Redemption Date, the Liabilities of the Corporation will likewise remain outstanding and mortgage Sale and release of the Bank's security interest in and mortgage Lien upon the collateral. As a result, the Note evidencing the Liabilities of the Corporation will not be cancelled concurrently

7. The Bank has agreed to permit the Sale to Humana, and to release its security interests in and mortgage Liens upon the collateral upon the condition, among others, that the Bank's security interest in and mortgage Lien upon the collateral attach to certain of the cash proceeds received in respect of such Sale, with such cash proceeds to be deposited in the cash collateral account established in the name of the Bank, to be held by the Bank to secure and satisfy the Liabilities arising pursuant to the Reimbursement Agreement. Upon payment of the drawing under the Letter of Credit on the Redemption Date, the Bank will satisfy the reimbursement obligation arising as a result thereof through application of the cash proceeds deposited in the cash collateral account.

6. On the date established for voluntary redemption of the Bonds (the "Redemption Date"), which should occur on or about April 1, 1991, the Trustee will make a drawing under the Letter of Credit to pay the redemption price of the Bonds, which will be honored by the Bank, in accordance with the terms and conditions of the Letter of Credit.

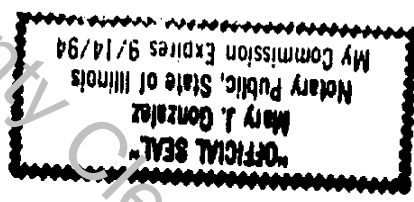
5. In connection with the Sale, the Corporation will cause the "Trustee" (as defined in the Reimbursement Agreement) to deliver a notice of voluntary redemption to all holders of the Bonds, calling for redemption of the Bonds as soon as practicable under the "Bond Indenture" (as defined in the Reimbursement Agreement).

4. The Corporation has entered into that certain HMO Asset Sale and Purchase Agreement dated as of February 26, 1991 (the "Sale Agreement"), with Humana Health Plan, Inc. and Humana Inc. (collectively, "Humana"), providing for the sale by the Corporation to Humana, effective February 28, 1991, of substantially all of the Corporation's assets, including, without limitation, the collateral, free and clear of all security interests and mortgage Liens in favor of the Bank, and the merger by the Corporation with and into Humana Health Plan, Inc. (the aforementioned sale and merger are referred to herein collectively as the "Sale").

and improvements more specifically described therein. Illinois as Document No. 91024097 and filed on January 15, 1991 with the Registrar of Titles of Cook County, Illinois as Document No. LR 3938276, covering the real property

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My commission expires: 9/14/94

Mary J. Gonzalez
Notary Public

Subscribed and sworn to before me
this 27 day of February, 1991

Christopher John, Vice
President, Affiant

FURTHER, YOUR AFFIANT SAYETH NOT.

With release of the security interests in and mortgage liens upon
the collateral.

RELEASE OF MORTGAGE, ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter individually referred to as "Mortgagee") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby forever REMISE, CONVEY, RELEASE, TRANSFER and QUIT CLAIM unto MICHAEL REESE HEALTH PLAN, INC., a corporation chartered under the Illinois Voluntary Health Services Plans Act, with an address of 2545 South King Drive, Chicago, Illinois 60616 (hereinafter referred to as "Mortgagor"), its heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever mortgagee may have acquired in, through or under the following described documents:

1. A certain Mortgage, Assignment of Rents and Security Agreement dated as of December 1, 1985, by and between Mortgagor, Mortgagee and The Industrial Bank of Japan, Ltd., New York Branch ("Industrial"), recorded with the Recorder's Office of Cook County, Illinois (the "Recorder's Office") on December 30, 1985 as Document No. 85343691 and filed with the Registrar of Torrens Titles of Cook County, Illinois (the "Registrar's Office") on January 2, 1986 as Document No. LR 3487255, and amended by Mortgage Modification and Spreader Agreement dated as of August 1, 1987 and recorded in the Recorder's Office on December 29, 1987 as Document No. 87679420 and filed in the Registrar's Office on December 29, 1987 as Document No. LR 3677264, and further amended by Second Mortgage Modification dated as of January 1, 1991 and recorded in the Recorder's office on January 15, 1991 as Document No. 91024097 and filed in the Registrar's Office on January 15, 1991 as Document No. LR 3938276, to secure a Note of even date therewith, the original principal amount of Twenty-Five Million Six Hundred Thirty-Six Thousand Nine Hundred Eighty-Six and No/100 Dollars (\$25,636,986.00); and

2. A certain UCC-2 Financing Statement executed by Mortgagor and recorded in the Recorder's Office on December 31, 1985 as Document No. 85U39561; and

3. A certain UCC-2 Financing Statement executed by Mortgagor and filed in the Registrar's Office on January 2, 1986 as Document No. LR 3487256.

to the premises therein described, situated in the County of Cook, State of Illinois and as described on Exhibit 'A' attached hereto and made a part hereof; together with all the appurtenances and privileges thereunto belonging or appertaining.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of this 27 day of February, 1991.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
a national banking association

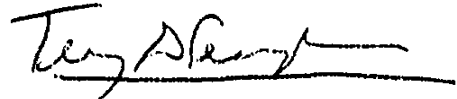
By: 
Its: Vice President

Christopher E. Hann

This instrument prepared by:

Laurie G. Goldstein, Esq.
Katten Muchin & Zavis
525 West Monroe - Suite 1600
Chicago, Illinois 60661-3693

Attested By:



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

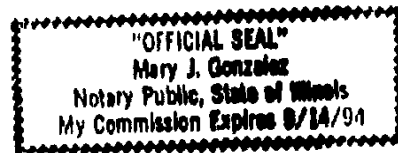
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice President of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, as Vice President for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of February, 1991.

Mary J. Gonzalez
Notary Public

My Commission Expires:

9.14.94



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY, that Kevin Schaefer, the First Secretary of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Secretary appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, as First Secretary for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of March, 1991.



Catherine Deane
Notary Public

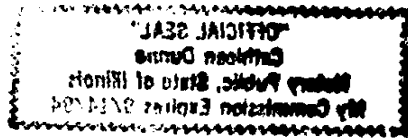
My commission expires:

Office of Cook County Clerk's Office

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EXHIBIT 'A'

Legal Description

Lots 31 and 32 in Block 2 in John Jensen and Sons' Beverly Highlands, being a Subdivision of the South 9.25 acres of the Southwest quarter (1/4) of the Southwest quarter (1/4) of the Northwest quarter (1/4) of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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COPIES

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CAPITAL BUILDING
REGISTRY OF TITLES

IDENTIFIED No.	Registry of Deeds Title LARGE MORTGAGE BANK CHICAGO
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NEAR NORTH NATIONAL TITLE
222 N. LA SALLE CORP.
CHICAGO, IL 60601

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