

BANK OF AMERICA
LOAN NUMBER: 5355742
(F/WA CONTINENTAL BANK)

PARTIAL
RELEASE DEED
(ILLINOIS)

5111 482720 pdg
Burnside Constr Co
Irene Yacko

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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.

Above Space For Recorder's Use Only

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
96 FEB 13 PM 1:05
RECORDED

KNOW ALL MEN BY THESE PRESENTS,

THAT BANK OF AMERICA ILLINOIS

(FORMERLY KNOWN AS CONTINENTAL BANK) ("Lender")

of the County of COOK and State of ILLINOIS for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do ES hereby remise, release, convey and quit-claim unto BURNSIDE CONSTRUCTION COMPANY ("BORROWER")

(NAME AND ADDRESS)
2400 WISCONSIN AVENUE, DOWNERS GROVE, ILLINOIS 60515

heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever THEY may have acquired in, through, or by a certain MORTGAGE & ASSIGNMENT ("MORTGAGE"), bearing date the 31ST day of MAY, 19 92, and recorded in the Recorder's Office of LAKE County, in the State of INDIANA in Book 92040051 & 92040052 & 92040053 & 93056288 & 94063225 of RECORDER OF DEEDS page _____ as Document Number _____ to the premises therein described,

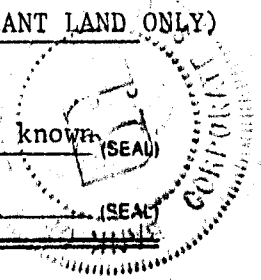
situated in the County of LAKE, State of INDIANA, as follows, to wit:
LOT 63, BURNSIDE'S CHAPEL HILL FARMS, PHASE 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS SHOWN IN PLAT BOOK 79, PAGE 11, IN LAKE COUNTY, INDIANA. ("REAL ESTATE")

together with all the appurtenances and privileges thereunto belonging or appertaining.
SEE RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Index Number(s): _____ KEY NO.: _____
Address(es) of premises: 8395 TANEY STREET, MERRILLVILLE, INDIANA 46410 (VACANT LAND ONLY)

WITNESS _____ hand and seal this 27th day of Sept, 19 95.
BORROWER:
Burnside Construction Company,
an Illinois corporation
By: _____

LENDER:
Bank of America Illinois, formerly known as Continental Bank
By: [Signature]



STATE OF ILLINOIS
COUNTY OF COOK } ss.

See notary acknowledgment attached for Borrower

PEGGY A. BIGECK

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Vice President, Bank of America Illinois, formerly known as Continental Bank

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
PEGGY A. BIGECK
Notary Public, State of Illinois
My Commission Expires 6-17-96

this 27th day of Sept, 19 95.
Peggy A. Bigeck
Notary Public

Commission expires _____
BURNSIDE CONSTRUCTION COMPANY

This instrument was prepared by IRENE YACKO, 2400 WISCONSIN AVENUE, DOWNERS GROVE, ILLINOIS 60515
(NAME AND ADDRESS)

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95

RIDER A

This document shall serve to correct an error in the number of the lot being released as described in that certain Partial Release Deed dated July 17, 1995 and recorded in the Recorder's Office of Lake County, Indiana on July 25, 1995 as Document Number 95041599 ("Prior Partial Release Deed"), i.e., Lot 63 as described herein, shall be substituted for and replace Lot 67, as described in the Prior Partial Release Deed, as the Lot intended to be released by the parties hereto. It is the intention of the parties hereto that the lien of the Mortgage shall apply in all respects to the aforementioned Lot 67 as incorrectly referred to in the Prior Partial Release Deed.

This Release does not release any covenants, warranties, indemnities or other obligations of Borrower or any other party under the Mortgage which by its terms expressly survive the release or termination of such Mortgage; provided, however, that this Release shall act as a full Release and termination of all liens, claims and interests Lender possesses under the Mortgage in and to the Real Estate.

THIS IS A PARTIAL RELEASE. The validity and enforceability of the Mortgage shall remain in full force and effect as to the real estate encumbered thereby not specifically released by this Partial Release Deed.