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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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97 OCT 30 AH 10: 15

MORRIS W. CARTER BEGGROOF

7214
BANK OF LINCOLNWOOD a State Banking Association existing under the laws of the
State of Illinois, for and in consideration of the payment of the sum of
One and no/100 Dollars
(\$ 1.00 ) in hand paid, receipt of which is hereby acknowledged, do
hereby REMISE, CONVEY, RELEASE AND QUIT CLAIM untoCherokee Limited
Partnership of the County of Cook and State of Illinois , all the right, title, interest, claim or demand whatsoever that it
Illinois, all the right, title, interest, claim or demand whatsoever thatit
may have acquired in, through or by a certain Modification Agreement
bearing the date the <u>16th</u> day of <u>December</u> , 1991, recorded in
the office of the recorder of deeds of <u>Lake</u> County, in the State of
the office of the recorder of deeds of <u>Lake</u> County, in the State of Indiana, as Document No. <u>91065259</u> in Book of
, page, to a portion of the premises therein described as
follows, to wit:
Legal Description of Partial Release attached as Exhibit "A" hereto, and Non-Exclusive Easement as to the land described in Exhibit "B" hereto.
PIN: 17-8-14
situate in the <u>City</u> of <u>Hobart</u> County of <u>Lake</u> and State of Indiana, together with all the appurtenances and privileges thereunto belonging and appertaining.
This release is in no way to operate to discharge the lien of said <u>Bank of Lincolnwood</u> upon any other of the premises described therein, but it is only to release the portion particularly above described and none other; and the remaining or unreleased portions of the premises in said <u>Modification Agreement</u> described are to remain as security for the payment of the indebtedness secured thereby and for the full performance of all the convenants, conditions and obligations contained in said <u>Modification Agreement</u> and the note therein mentioned.

16:00

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Vice president, this 22nd day of October A.D., 1997.

ATTEST:

BANK OF LINCOLNWOOD

Assistant Vice President

Vicé President

STATE OF ILLINOIS)

SS.

COUNTY OF COOK)

I, Sheila Klepper the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter M. Guenzer personally known to be to be the Vice President of Bank of Lincolnwood, a corporation, and Timothy J. Crowe personally known to be to be the Assistant Vice President 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 officers, they signed and delivered the said instrument as such officers 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 and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of October A.D., 1997

OFFICIAL SEAL
SHEILA KLEPPER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 4, 1998

S. Klepper

4433 W. Touhy Ave.

Lincolnwood, IL 60646

THIS INSTRUMENT WAS PREPARED BY:

EXHIBIT A
THE SOUTH 147 FEET OF THE NORTH 440 FEET OF THE WEST 99 FEET OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 36
NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY,
INDIANA.

## Exhibit B

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY WARRANTY DEED MADE BY CHEROKEE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP TO BETHLEHEM EMPLOYEES FEDERAL CREDIT UNION DATED SEPTEMBER 16, 1997, AND RECORDED OCTOBER 3, 1997, AS DOCUMENT NO. 97067008, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, FOR THE RIGHT OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND 440 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREE 02 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 330.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 40 SECONDS WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 120 FEET; THENCE NORTH 00 DEGREE 02 MINUTES 20 SECONDS EAST, 70.00 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY 6; THENCE NORTH 88 DEGREES 28 MINUTES 40 SECONDS WEST, 20.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREE 02 MINUTES 20 SECONDS WEST, 90.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 40 SECONDS EAST, 120.00; THENCE SOUTH 00 DEGREE 02 MINUTES 20 SECONDS WEST, 310 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 40 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.