

FIRST TCA ASSOCIATES

P. O. Box 218, Chicago Heights, Illinois 60411

June 18, 1985

RECORDATION NO. 6799-B FILED 1485

JUN 21 1985 3 50 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Gentlemen:

Enclosed for recordation under the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C., are the original and four (4) certified true copies of Release dated May 6, 1985, of a Security Agreement (Chattel Mortgage and Assignment of Rents) dated December 27, 1972. The primary document to which this is connected is recorded under Recordation No. 6799A, January 2, 1973, at 12:55 p.m.

The names and addresses of the parties hereto are as follows:

DEBTOR:

First TCA Associates
P. O. Box 218
Chicago Heights, IL 60411

LENDER:

Continental Illinois National
Bank and Trust Company
of Chicago
231 South La Salle Street
Chicago, Illinois 60693

The undersigned is a General Partner of First TCA Associates and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to C. H. Wright, First TCA Associates, P. O. Box 218, Chicago Heights, Illinois 60411, the original and three (3) copies of the enclosed document marked "Recorded."

Attached hereto is a remittance in the amount of \$10.00 covering the required Recording Fee.

Yours very truly,

FIRST TCA ASSOCIATES


C. H. Wright
General Partner

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Enclosures

REGISTRATION NO. 6722-B
FILE 200

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INTERNATIONAL COMMERCE COMMISSION

RELEASE

THIS RELEASE, dated May 6, 1985, is between FIRST TCA ASSOCIATES (the "Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Promissory Note of the Company dated December 27, 1972 in the principal amount of \$1,780,000.00 payable to the order of the Bank (the "Note"), the Company has incurred indebtedness to the Bank and to secure repayment of such indebtedness, the Company has executed and delivered the Security Agreement (as described in Section 3 hereof);

WHEREAS, the Company has agreed to pay in full all of its indebtedness, liabilities and obligations to the Bank under the Note and the Security Agreement; and

WHEREAS, the Bank has agreed to the termination of the Security Agreement upon receipt of payment in full of all indebtedness, liabilities and obligations of the Company under the Note and the Security Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Receipt. The Bank hereby acknowledges receipt from the Company of full payment of all indebtedness and interest accrued to the date hereof under the Note and under any document or instrument executed and delivered pursuant thereto or in connection therewith. The Bank further acknowledges that no other indebtedness, liabilities or obligations are now due or owing by the Company to the Bank under the Note or under any document or instrument executed and delivered pursuant thereto or in connection therewith.

2. Agreement Termination. The Company and the Bank hereby acknowledge that (i) the Note and the respective obligations of the parties thereto, and (ii) the Security Agreement, related thereto are hereby terminated effective as of the date hereof and shall no longer be of any force and effect.

3. Security Documents Termination. The Bank hereby releases all liens and security interests that it may have under the Security Agreement and the Security Agreement is hereby terminated effective as of the date hereof and shall no longer be of any force or effect. In furtherance of the foregoing, the Company may file this Release with the Interstate Commerce Commission to effect the release of the document described below:

<u>Security Document</u>	<u>ICC Recordation Information</u>
Security Agreement (Chattel Mortgage and Assignment of of Rents) dated as of December 27, 1972 (the "Security Agreement"), between the Company and the Bank	Recordation No. 6799-A January 2, 1973 at 12:55 p.m.

The Bank agrees that it will, upon the request of the Company, execute and deliver such further instruments or documents as may be reasonably necessary or desirable to accomplish the foregoing release of the Security Agreement.

4. Agreement. The Company hereby: (a) releases the Bank, and its successors and assigns, from any and all claims which it or they may have, or which may hereafter arise in its or their favor, against the Bank for any failure of the Bank to have exercised reasonable care in the custody and preservation of any of the collateral under the Security Agreement; and (b) ~~agree to pay the fees and out of pocket expenses of counsel for the Bank in connection with the preparation, execution and delivery of this Release.~~

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IN WITNESS WHEREOF, this Release has been duly executed as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By Wendy M. Gottwald
Its Vice President

ATTEST:

Craig S. Munro
Its Banking Officer

[CORPORATE SEAL]

FIRST TCA ASSOCIATES

By [Signature]
Its General Partner

ATTEST:

TA [Signature]
Its Witness

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6th day of May, 1985, before me personally appeared WENDY M. GOTTWALD and CRAIG S. MUNRO, to me personally known, who being by me duly sworn, says that they are VICE PRESIDENT and BANKING OFFICER of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Walter [Signature]
Notary Public

(SEAL)

My commission expires: 2-29-88

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 4th day of June, 1985, before me personally appeared C. W. Wright and T. A. Clayton, to me personally known, who being by me duly sworn, says that they are General Partner and Witness of FIRST TCA ASSOCIATES, a partnership; that said instrument was signed on behalf of said partnership by authority of its Partnership Agreement; and they acknowledged that the execution of the foregoing instrument as the free act and deed of said partnership.

Tynda Clayton
Notary Public

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 8, 1989
ISSUED THRU ILL. NOTARY ASSOC.

