

# UNOFFICIAL COPY

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Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/17/2019 11:50 AM Pg: 1 of 6

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## PREPARED BY:

Salvatore Gogliormella  
Paul, Weiss, Rife, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019

## UPON RECORDING RETURN TO:

German American Capital Corporation  
60 Wall Street, 10th Floor  
New York, New York 10005  
Attention: R. Christopher Jones

## CROSS-REFERENCE TO:

Consolidated, Amended and Restated  
Mortgage, Assignment of Leases and  
Rents, Security Agreement  
and Fixture Filing, dated June 27, 2014,  
recorded in the Official Records  
Recorder's Office, Cook County, Illinois,  
as Instrument No. 1502044047.

## PARTIAL RELEASE OF CONSOLIDATED, AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS PARTIAL RELEASE OF CONSOLIDATED, AMENDED AND RESTATED  
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND  
FIXTURE FILING (this "**Partial Release**"), is made effective as of 10-17, 2019, by  
**GERMAN AMERICAN CAPITAL CORPORATION**, having an address at 60 Wall Street,  
10<sup>th</sup> Floor, New York, New York 10005 (together with its successors and/or assigns,  
"**Mortgagee**").

## WITNESSETH:

A. Pursuant to that certain Amended and Restated Loan Agreement, dated as of June 27, 2014 (the "**First Restated Loan Agreement**"), by and among Deutsche Bank AG, New York Branch, as administrative agent, Elm Street Homes, LLC, a Delaware limited liability company, having an address at 909 N. Pacific Coast Highway, Suite 840, El Segundo, California 90245 ("**Mortgagor**"), the other Borrowers party thereto (the "**Other Borrowers**"), the Lenders party thereto, Mortgagee and certain other parties thereto, Lenders agreed to make a loan to Mortgagor and the Other Borrowers in the maximum principal sum of \$207,741,750.30 (the "**Original Loan**").

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B. In connection with the First Restated Loan Agreement, Mortgagor executed and delivered, among other things, that certain Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 27, 2014, and recorded in the Official Records Recorder's Office, Cook County, Illinois, as Instrument No. 1502044047 (the "**Original Mortgage**"), encumbering the real properties legally described in Exhibit A attached thereto (collectively, the "**Property**").

C. Thereafter, Mortgagor, Mortgagee, and the other parties to the First Restated Loan Agreement entered into that certain Second Amended and Restated Loan Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Second Restated Loan Agreement**"), dated as of June 15, 2017, whereby, among other things, the parties thereto agreed to increase the maximum principal amount of the Original Loan to \$250,000,000 (the "**Loan**"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Second Restated Loan Agreement.

D. In connection with the Second Restated Loan Agreement, Mortgagor executed that certain Amendment to Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 15, 2017, and recorded in the Official Records Recorder's Office, Cook County, Illinois, as Instrument No. 1717139017 (the "**Amendment**"; the Original Mortgage as amended by the Amendment, the "**Mortgage**").

E. Mortgagee has now agreed to release from the lien, operation, effect and encumbrance of the Mortgage, those portions of the Property identified on **Schedule 1** attached hereto and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Released Property**").

NOW, THEREFORE, in consideration of the above premises and the agreements set forth in this Partial Release and the Second Restated Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Partial Release.** Mortgagee has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quitclaim to Mortgagor all the right, title, interest, claim or demand which Mortgagee has or may have had in and to the Released Property. The release, conveyance, and quitclaim of the Released Property hereunder is a partial release, given for the purpose of releasing any and all right, title, claim and interest which Mortgagee has or may have had in and to the Released Property by virtue of the Mortgage, to have and to hold the said described premises unto Mortgagor, so that neither Mortgagee nor any other person or persons claiming under Mortgagee shall at any time, claim or demand any right, title or interest to the aforesaid described Released Property.

**AS TO THE REMAINING PROPERTY (IF ANY) SUBJECT TO THE MORTGAGE, THE MORTGAGE SHALL REMAIN IN FULL FORCE AND EFFECT.**

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2. **Continued Force and Effect.** The Mortgage is hereby ratified and confirmed and all the terms, covenants and conditions and agreements contained therein shall stand and remain unchanged and in full force and effect, except as the same are specifically modified and/or released hereby or by any prior partial releases of the Mortgage heretofore executed by Mortgagee with respect to portions of the Property other than the Released Property. This Partial Release shall be binding upon and inure to the benefit of the parties referenced herein and their respective successors and assigns.

3. **Counterparts.** This Partial Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Governing Law.** This Partial Release shall be governed in accordance with the applicable laws set forth in Section 12.01 of the Mortgage.

[signature pages follow]

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IN WITNESS WHEREOF, Mortgagee has signed and sealed this Partial Release, the day and year above written.

## MORTGAGEE:

**GERMAN AMERICAN CAPITAL CORPORATION,**  
a Maryland corporation

By:   
Name: **Robert Christopher Jones**  
Title: **Director**

By:   
Name: **RYAN M. STARK**  
Title: **MANAGING DIRECTOR**

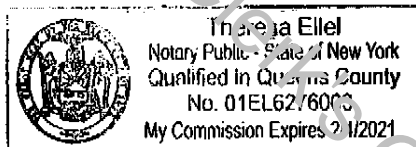
STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK )

On the 14 day of June in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Witness my hand and official seal.

  
Notary Public



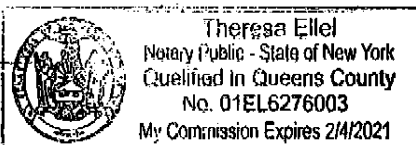
STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK )

On the 14 day of June in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan M. Stark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Witness my hand and official seal.

  
Notary Public



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## SCHEDULE 1

### PROPERTY LIST

1491 E Lincoln Ave, Des Plaines, IL 60018

Property of Cook County Clerk's Office

Schedule 1

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL PROPERTY

ESH208

All That Certain Parcel Of Land Situate In The County Of Cook, State Of Illinois, Being More Particularly Described As Follows: The North 120 Feet Of Lot 1 In Block 16 Of Arthur T. McIntosh And Company's Addition To Des Plaines Heights, Being A Subdivision In The East 1/2 Of The Southeast 1/4 Of Section 20, Township 41 North, Range 12, East Of The Third Principal Meridian, According To The Plat Thereof Recorded March 24, 1920 As Document

6771101, In Cook County, Illinois.

Parcel#: 09-20-417-028-0000

More commonly known as: 1491 E Lincoln Ave, Des Plaines, IL 60018

Property of Cook County Clerk's Office

Exhibit A