

# UNOFFICIAL COPY

Doc#. 2016257047 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/10/2020 09:40 AM Pg: 1 of 5

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1/1

## PREPARED BY:

Home Partners of America, Inc.  
120 S. Riverside Plaza, Suite 2000  
Chicago, IL 60606  
Attn: Daniel Brezinski

## UPON RECORDING RETURN TO:

Home Partners of America, Inc.  
120 S. Riverside Plaza, Suite 2000  
Chicago, IL 60606  
Attn: Daniel Brezinski

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

THIS PARTIAL RELEASE OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Partial Release*"), is made effective as of December 18, 2019, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, in trust for the registered holders of Home Partners of America 2018-1 Trust Single-Family Rental Pass-Through Certificates, having its principal corporate trust offices at 1100 North Market Street, Wilmington, Delaware 19890, Attention: Home Partners of America 2018-1 Trust (together with its successors and/or assigns, "*Grantee*").

## WITNESSETH:

A. Pursuant to that certain Loan Agreement, dated as of June 7, 2018, (the "*Loan Agreement*"), by and between CITIBANK, N.A., a banking association chartered under the laws of the United States of America, as lender ("*Citi*"), and HPA BORROWER 2018-1 LLC, a Delaware limited liability company, as borrower, having an address at 180 North Stetson Avenue, Suite 3650, Chicago, Illinois, 60601 (the "*Grantor*"), Citi agreed to make a loan (the "*Loan*") to Grantor in the maximum principal sum of FOUR HUNDRED SIXTY MILLION ONE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FIFTY-FOUR AND 00/100 DOLLARS (\$460,170,754.00). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

B. To secure the payment, fulfillment and performance by Grantor of its obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement),

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Grantor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated June 7, 2018, ("*Mortgage*"), and recorded as of June 13, 2018, as Instrument #1816410022, in the records of Cook County, Illinois (the "*Official Records*"), which Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto (the "*Released Property*").

C. Citi subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to Grantee. The Mortgage was assigned pursuant to that certain Assignment of Mortgage by Citi, as assignor, to Grantee, as assignee, dated as of June 7, 2018, and recorded as of June 13, 2018 as Instrument #1816410023, in the Official Records.

NOW, THEREFORE, in consideration of the above premises and the agreements set forth in this Partial Release and the 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.** Grantee has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quitclaim to Grantor all the right, title, interest, claim or demand which Grantee has or may have had in and to the Released Property commonly known as 14832 Sunset Avenue, Oak Forest IL 60452, and as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging. 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 Grantee 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 Grantor, so that neither Grantee nor any other person or persons claiming under Grantee shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

**AS TO THE REMAINING PROPERTY SUBJECT TO THE MORTGAGE, THE MORTGAGE, LOAN AGREEMENT, AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH SHALL REMAIN IN FULL FORCE AND EFFECT.**

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. 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.

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[signature pages follow]

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

**GRANTEE:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Trustee, in trust for the registered holders of Home  
Partners of America 2018-1 Trust Single-Family Rental  
Pass-Through Certificates

By: Midland Loan Services, a Division of PNC Bank,  
National Association, Its Master Servicer and Attorney-in-  
Fact

By: [Signature]  
Name: Alan H. Torgler  
Title: Vice President  
Servicing Officer

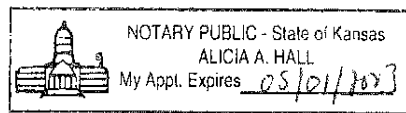
STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On the 18 day of December, in the year 2019, before me, the undersigned, personally appeared Alan Torgler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are 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(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public  
Notary Public for the State of

Kansas  
05/01/2023

Commission Expires



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## EXHIBIT A

### LEGAL DESCRIPTION OF RELEASED PROPERTY

Lot 3 in Block 1 in MEDEM'S EL VISTA NORTH, being Subdivision of the North 1/2 of the West 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois.

14832 Sunset Avenue Oak Forest, IL 60452

PIN: 28-09-303-008-0000

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