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Edward M. Moody
Cook County Recorder of Deeds
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PREPARED BY:

Andrascik & Tins, LLC
23 Mallard Drive East
Ocean Pines, MD 21811
Attn: Keith Armstrong, Esq.

UPON RECORDING RETURN TO:

Midland Loan Services
10851 Mastin, Suite 300
Overland Park, KS 66210
Attn: Montana Guess-Young

**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 March 11, 2020, by COLONY AMERICAN FINANCE 2015-1, LTD., having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404, (together with its successors and/or assigns, "*Grantee*").

WITNESSETH:

A. Pursuant to that certain Loan Agreement, dated as of April 14, 2015 (the "*Loan Agreement*"), by and between COLONY AMERICAN FINANCE LENDER, LLC, as lender ("*CAFL*"), and JA SFR, LLC, a Delaware limited liability company, as mortgagor, having an address at 626 West Randolph, Suite 1 Chicago, IL 60661, Attention: James C. Athanasopoulos (the "*Grantor*"), CAFL agreed to make a loan (the "*Loan*") to Grantor in the maximum principal sum of SIX MILLION, NINE HUNDRED EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$6,988,800.00). 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), Grantor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated April

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14, 2015, ("*Mortgage*"), and recorded as of April 24, 2015, as Document No. 1511418022 in the records of Cook County, IL (the "*Official Records*"), which Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto (the "*Released Property*").

C. CAFL subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to CAF TERM BORROWER 1, LLC ("*CAFTB1*"), pursuant to that certain Assignment of Security Instrument, dated as of May 22, 2015, and recorded as of August 20, 2015 as Document No. 1523239109 in the Official Records.

D. CAFTB1 subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to CAF SUB REIT, INC. ("*CAF Sub*"), pursuant to that certain Assignment of Security Instrument, dated as of October 29, 2015, and recorded as of December 1, 2015 as Document No. 1533549140 in the Official Records.

E. CAF Sub subsequently assigned its interest in the Loan, Mortgage and the other Loan Documents to Grantee pursuant to that certain Assignment of Security Instrument, dated October 29, 2015, and recorded as of December 1, 2015 as Document No. 1533549141 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 1247 S. Harlem Avenue, Berwyn, Illinois 60402, 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, THE 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.

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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 Article 12 of the Mortgage.

[signature pages follow]

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

PARCEL 16:

UNIT 103 AND PARKING SPACE P18 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN VIEWPOINT TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25540065, IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1247 S. HARLEM AVENUE, BERWYN, IL 60402

PIN: 16-19-100-040-1003