

# UNOFFICIAL COPY

Doc#: 2019807064 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 07/16/2020 09:30 AM Pg: 1 of 5

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**PREPARED BY:**

Andrascik & Tira, LLC  
23 Mallard Drive East  
Ocean Pines, MD 21871  
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 April 17, 2020, by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Trustee, for the benefit of the holders of CoreVest American Finance 2018-1 Trust Mortgage Pass-Through Certificates, having an address at 1100 North Market Street, Wilmington, DE 19890 (together with its successors and/or assigns, "**Grantee**").

**WITNESSETH:**

A. Pursuant to that certain Loan Agreement, dated as of November 10, 2017, (the "**Loan Agreement**"), by and between **COREVEST AMERICAN FINANCE LENDER LLC**, as lender ("**CAFL**"), and **JVA FOUR, LLC**, a Delaware limited liability company, as mortgagor, having an address at 111 South Wacker Drive, Suite 4730, Chicago, IL 60606, Attention: James C. Athanasopoulos (the "**Grantor**"), CAFL agreed to make a loan (the "**Loan**") to Grantor in the maximum principal sum of TWELVE MILLION ONE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,128,500.00). 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 November 10, 2017 ("*Mortgage*"), and recorded as of March 12, 2018, as Document No. 1807113019 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 **CF COREVEST PURCHASER LLC** ("*CFCP*"), pursuant to that certain Assignment of Security Instrument, dated as of November 10, 2017, and recorded as of April 18, 2018 as Document No. 1810849090 in the Official Records.

D. CFCP subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to **CAF TERM BORROWER MS, LLC** ("*Term Borrower*"), pursuant to that certain Assignment of Security Instrument, dated as of November 10, 2017, and recorded as of April 18, 2018 as Document No. 181049091 in the Official Records.

E. Term Borrower subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to CFCP, pursuant to that certain Assignment of Security Instrument, dated as of July 6, 2018, and recorded as of July 17, 2018 as Document No. 1819819163 in the Official Records.

F. CFCP subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to **COREVEST AMERICAN FINANCE DEPOSITOR LLC** ("*Depositor*"), pursuant to that certain Assignment of Security Instrument, dated as of July 6, 2018, and recorded on July 17, 2018 as Document No. 1819819164 in the Official Records.

G. Depositor subsequently assigned its interest in the Loan, Mortgage and the other Loan Documents to Grantee pursuant to that certain Assignment of Security Instrument, dated July 6, 2018, and recorded as of July 17, 2018 as Document No. 1819819165 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 5614 W. Wellington Ave., Unit 3W, Chicago, Illinois, 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.

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**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.

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]

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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, for the benefit of the holders of CoreVest  
American Finance 2018-1 Trust Mortgage Pass-Through  
Certificates

By: Midland Loan Services, a Division of PNC Bank,  
National Association, as Attorney-in-Fact

By: Linda Bechtel, SRP  
Name: Linda Bechtel  
Title: Sr. Vice President

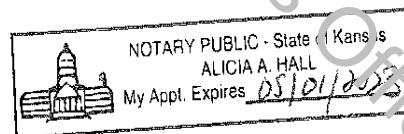
STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On 17<sup>th</sup> day of April, 2020, before me, Alicia Hall, a  
Notary Public, personally appeared Linda Bechtel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alicia Hall  
Signature of Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF RELEASED PROPERTY

ADDRESS : 8111 S ELIZABETH STREET, CHICAGO, COOK,IL 60538  
PARCEL IDENTIFICATION NUMBER : 20-32-123-004-0000  
CLIENT CODE : 08875

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 39 IN BLOCK 9 IN FIRST ADDITION TO AUBURN HIGHLANDS, BEING HARTS SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST HALF OF BLOCKS 3, 6 AND 10 IN THE CIRCUIT COURT PARTITION OF THE NORTH WEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office