



Doc# 2035942017 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/24/2020 10:48 AM PG: 1 OF 5

41055948

PREPARED BY:

Andrascik & Witt LLC
23 Mallard Drive East
Ocean Pines, MD 21211
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 October 29 2020, by COLONY AMERICAN FINANCE 2016-1, 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 February 9, 2016 (the "Loan Agreement"), by and between COLONY AMERICAN FINANCE LENDER, LLC, as lender ("CAFL"), and AN CAPITAL BORROWER II, LLC, a Delaware limited liability company, as mortgagor, having an address at 11100 Santa Monica Boulevard, Suite 260, Los Angeles, California 90025, Attention: Joshua Pertula (the "Grantor"), CAFL agreed to make a loan (the "Loan") to Grantor in the maximum principal sum of TWO MILLION, EIGHT HUNDRED ONE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$2,801,250.00). 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

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OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of February 9, 2016 ("*Mortgage*"), and recorded on April 20, 2016, as Document No. 1611129106 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 MS, LLC** ("*CAFTBMS*"), pursuant to that certain Assignment of Security Instrument, dated as of March 15, 2016, and recorded on May 27, 2016 as Document No. 1614839063 in the Official Records.

D. CAFTBMS subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to CAFL pursuant to that certain Assignment of Security Instrument, dated as of May 20, 2016, and recorded on June 24, 2016 as Document No. 1617657235 in the Official Records.

E. CAFL subsequently assigned its interest in the Loan, Mortgage and the other Loan Documents to Colony American Finance, LLC ("*CAF*"), pursuant to that certain Assignment of Security Instrument, dated as of May 20, 2016, and recorded on June 24, 2016 as Document No. 1617657236 in the Official Records.

F. CAF 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 May 20, 2016, and recorded on June 24, 2016 as Document No. 1617657237 in the Official Records.

G. 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 as of May 20, 2016, and recorded on June 24, 2016 as Document No. 1617657238 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 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 any way 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 Section 12.01 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:

COLONY AMERICAN FINANCE 2016-1, LTD., as
Issuer

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

By: *Gregory L. McFarland*
Name: Gregory L. McFarland
Title: Senior Vice President
Servicing Officer

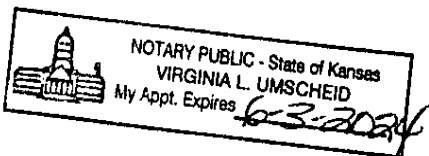
STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On October 28, 2020, before me, Virginia L Umscheid, a
Notary Public, personally appeared Gregory L McFarland,
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.

Virginia L Umscheid
Signature of Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

LOT 29 IN SCHULTE'S SUBDIVISION OF THE EAST 1/2 OF LOT 15 IN KIMBELL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 25 ACRES IN THE NORTHEAST CORNER) IN COOK COUNTY, ILLINOIS.

FOR INFORMATION PURPOSES ONLY: COMMONLY KNOWN AS
2417 NORTH MONTICELLO AVENUE, CHICAGO, IL 60647
PIN NO. 13-26-320-015

Property of Cook County Clerk's Office