

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
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**PREPARED BY:**

RM Partners Law LLC  
305 N. Peoria, Ste 200  
Chicago, Illinois 60607  
Attn: Andrew Maratea

**UPON RECORDING RETURN TO:**

Midland Loan Services  
10851 Mastin, Suite 300  
Overland Park, KS 66210  
Attn: Pamela Hollingsworth

**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 November 6, 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 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404, (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, having an address at 27 N. Wacker Dr., Ste. 435, Chicago, Illinois 60606 as mortgagor (the "Grantor"), CAFL agreed to make a loan (the "Loan") to Grantor in the maximum principal sum of TWELVE MILLION ONE HUNDRED TWENTY EIGHT 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), 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 November 10, 2017 ("Mortgage"), and recorded as of March 12, 2018, as Document No. 1807113016 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. 1810855074 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 ("CTBM"), pursuant to that certain Assignment of Security Instrument, dated as of November 10, 2017, and recorded as of April 18, 2018 as Document No. 1810855075 in the Official Records.

E. CTBM 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. 1819819160 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 ("CAFD"), pursuant to that certain Assignment of Security Instrument, dated as of July 6, 2018, and recorded as of July 17, 2018 as Document No. 1819819161 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. 1819819162 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 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**

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**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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## EXHIBIT A

### RELEASED PROPERTY

PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 80 IN SANDY RIDGE PHASE 3B BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5032 SANDY RIDGE DRIVE, STEGER, COOK, IL 60475  
PARCEL IDENTIFICATION NUMBER: 32-33-403-057-0000

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 361 IN THE 7TH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 320 E CENTER STREET, GLENWOOD, COOK, IL 60425  
PARCEL IDENTIFICATION NUMBER: 32-03-414-017-0000