Doc#. 2109706277 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 04/07/2021 12:21 PM Pg: 1 of 5

(CT) 20660003216PK

PREPARED BY:

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

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 LIXTURE FILING

THIS PARTIAL RELEASE OF MORTGAGE, A SIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ('M: "Partial Release"), is made effective as of \(\frac{1}{2} \subseteq \sqrt{1}\), 2021, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee for the benefit of the holders of CoreVest American Finance 2017-1 Trust Mortgage Pass-Through Certificates, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 (together with its successors and/or assigns, "Grante").

WITNESSETH:

- A. Pursuant to that certain Loan Agreement, dated as of June 30, 2017 (the "Loan Agreement"), by and between COLONY AMERICAN FINANCE LENDER, LLC., as lender ("CAFL"), and JVA TWO, 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 NINETY-FIVE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$12,095,930.00). 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 as of June 30, 2017 ("Mortgage"), and recorded on August 31, 2017, as Document No. 1724318119 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, the Mortgage, and the other Loan Documents to **CAF TERM BORROWER MS, LLC** ("*CAFTMS*"), pursuant to that certain Assignment of Security Instrument, dated as of June 30, 2017, and recorded on August 31, 2017 as Document No. 1724318120 in the Official Records.
- D. CAFTMS subsequently assigned its interest in the Loan, the Mortgage, and the other Loan Documents to **CF COREVEST PURCHASER LLC** ("**CFCP**"), pursuant to that certain Assignment of Security Instrument, dated as of October 31, 2017, and recorded on February 6, 2018 as Document No. 1803701276 in the Official Records.
- E. CFCP subsequently assigned its interest in the Loan, the Mortgage, and the other Loan Documents to COREVEST AMERICAN FINANCE DEPOSITOR LLC ("Depositor"), pursuant to that certain Assignment of Security Instrument, dated as of October 31, 2017, and recorded on February 6, 2018 as Document No. 1803701277 in the Official Records.
- F. Depositor subsequently assigned its interest in the Loan, the Mortgage and the other Loan Documents to Grantee pursuant to that certain Assignment of Security Instrument, dated as of October 31, 2017, and recorded on February 6, 2018 as Document No. 1803701278 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 do so 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.

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.

- Continued Force and Effect. The Mortgage is hereby ratified and confirmed and 2. 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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 In a parties here are Counterparts. 3. 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 acreement.
- Giverning Law. This Partial Release shall be governed in accordance with the applicable laws set forth in Article 12 of the Mortgage.

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 2017-1 Trust Mortgage Pass-Through Certificates

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

> NOTARY PUBLIC State of Kansas MONTANA GUESSA OFFIG

By: Jack McFarland

Title: Senior Vice President

Servicing Officer

STATE OF Warsas

SS.

COUNTY OF Johnson

On March 7, 2021, before me, Notary Public, personally appeared Greager Hoter and whose name(s) is/are

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) acced 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.

Signature of Notary Public Mondera Guess-Young

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

PARCEL 93: PARCEL A: UNIT NUMBER 222-2 IN THE CATHERINE COURTS CONDOMINIUM, AS DELINEATED AND DESCRIBED IN A PLAT OF SURVEY OF PARTS OF LOTS 1, 2, 3 AND 4 IN ALBERT SCHORSCH SON'S CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORD'L SEPTEMBER 6, 2005 AS DOCUMENT NUMBER 0524932077, AS AMENDED BY SUPPLEMENT NO. 1 TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 14, 2005 AS DOCUMENT NUMBER 0534810040, AND AS AMENDED FROM TIME TO TIME, TOGSTER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALE IN COCK COUNTY, ILLINOIS.

PARCEL B: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-85, A LIMITED COMMON ELEMENTS, AS DELEMEATED AND DESCRIBED IN THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID.

FOR INFORMATIONAL PURPOSES ONLY; COMMONLY KNOWN AS 5348 NORTH CUMBERLAND AVENUE, UNIT 222, SPICAGO, IL; PIN NO. 12-11-119-038-1146.