

# UNOFFICIAL COPY

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Attention: Real Estate Finance & Capital Markets (GL)



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/28/2021 10:49 AM PG: 1 OF 4

Parcel Nos: 13-26-427-029-0000 (Parcel 1)  
13-26-427-030-0000 (Parcel 1)  
13-26-427-031-0000 (Parcel 1)  
13-26-427-032-0000 (Parcel 1)  
13-26-427-033-0000 (Parcel 2)  
13-26-427-034-0000 (Parcel 3)

## RELEASE OF MORTGAGE AND OTHER LIENS

This Release is made by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2013-C16, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-C16 (the "Lender"), as of the 23rd day of September, 2021.

## RECITALS

A. Redwood Commercial Mortgage Corporation, a Delaware corporation ("Original Lender") made a loan to Fullerton Sage, LLC, an Illinois limited liability company ("Borrower").

B. The loan is secured in part by the following instruments:

- 1) Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower, as mortgagor, in favor of Original Lender, as mortgagee, and recorded with the Cook County Recorder of Deeds ("County Recorder") on September 10, 2013 as Document No. 1325322087, as assigned to Lender pursuant to an assignment recorded with the County Recorder as Document No. 1336121097 (hereinafter referred to as the "Mortgage");
- 2) Assignment of Leases and Rents made by Borrower in favor of Original Lender, and recorded with the County Recorder on September 10, 2013 as Document No. 1325322088, as assigned to Lender pursuant to an assignment recorded with the County Recorder as Document No. 1336121098 (hereinafter referred to as the "ALR").

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C. The Mortgage and the ALR (collectively, the "Collateral Document") encumber the property located at 3320 West Fullerton Avenue, Chicago, Illinois ("Property") which Property is legally described in **Exhibit A** attached hereto and incorporated herein by this reference.

D. Lender now desires to release the lien of the Mortgage on the Property and terminate the ALR.

NOW, THEREFORE, for good and valuable consideration of which the receipt and sufficiency is hereby acknowledged, Lender remises, conveys, releases and quit claims to Borrower, all of the right, title and interest it may have acquired in and to the Property by virtue of the Collateral Document, and the Collateral Document is hereby terminated of record.

Notwithstanding the release of the lien of the Mortgage and the ALR from the Property as provided herein, that certain Promissory Note dated as of September 9, 2013, in the principal amount of \$3,716,000.00 (the "Note") from Borrower currently held by Lender shall remain in full force and effect and is not cancelled, and all indemnities and other obligations under the Mortgage and the ALR, which, by their terms, survive a release of the lien of the Mortgage and the ALR shall remain in full force and effect and are not cancelled. The obligations of Borrower under the Note are being assumed by SBH -JPMCC 2013-C16, LLC, a Delaware limited liability company ("**Successor Borrower**"), pursuant to that certain Defeasance Assignment, Assumption and Release Agreement dated as of the date hereof by and among Borrower, Successor Borrower, Lender and the other parties signatory thereto.

Furthermore, notwithstanding anything to the contrary contained herein, the lien created against the Property is released in its entirety and in all respects, Lender shall have no continuing rights, interests or privileges whatsoever with respect to the Property, or any portion thereof, and Lender shall have no rights of action, foreclosure, recourse or otherwise whatsoever with respect to or against the Property, or any portion(s) thereof, from and after the date hereof, including, without limitation, arising from any purported breach or default by Borrower or its successors or assigns of any obligations that purport to have survived the release made hereby.

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## EXHIBIT A

### Legal Description

PARCEL 1:

LOTS 54, 55, 56, 57, 58, AND THE WEST 6 FEET OF LOT 59 IN DE ZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 19 FEET OF LOT 59 AND THE WEST 9 FEET OF LOT 60 IN DE ZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE EAST SIXTEEN (16) FEET OF LOT SIXTY (60) AND ALL OF LOT SIXTY ONE (61) AND THE WEST FIFTEEN (15) FEET OF LOT SIXTY TWO (62) IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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