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Karen A. Yarbrough
Cook County Clerk
Date: 01/10/2022 01:51 PM Pg: 1 of 5

Prepared by, recording requested by
and after recording mail to:

Kilpatrick Townsend & Stockton LLP
Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
Attn: Real Estate Finance & Capital Markets (GL)
Parcel No.: 17-30-208-018-0000

RELEASE OF MORTGAGE AND OTHER LIENS

This Release is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2017-C33 (the "Lender"), as of the 6th day of January, 2021.

RECITALS

A. Bank of America, N.A., a national banking association ("Original Lender") made a loan to NEA Chicago Marketplace, LLC, a Delaware limited liability company ("Borrower").

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

Mortgage, Assignment of Leases and Rents and, Security Agreement and Fixture Filing dated as of February 23, 2017, made by Borrower, as mortgagor, in favor of Original Lender, as mortgagee, and recorded with the Cook County, Illinois Recorder's Office ("Recorder's Office") as Document No. 1708644081, as last assigned to the Lender (the "Mortgage");

C. The Mortgage encumbers the property at the following address: 2455 South Damen Avenue, Chicago, Illinois (the "Property"), which property is legally described in Exhibit A attached hereto and incorporated herein by this reference.

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

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 Mortgage, and the Mortgage is hereby terminated of record.

Notwithstanding the release of the lien of the Mortgage from the Property as provided herein, that certain Promissory Note dated February 23, 2017, in the principal amount of \$14,490,000.00 (the "Note"), from Borrower and currently held by Lender shall remain in full force and effect and is not cancelled, and all indemnities and other obligations under the Mortgage, which, by their terms, survive a release of the lien of the Mortgage shall remain in full force and effect and are not cancelled. The obligations of Borrower under the Note are being assumed by DHC MSBAM 17 C33 SUCCESSOR BORROWER-R, 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.

[SIGNATURE PAGES FOLLOW]

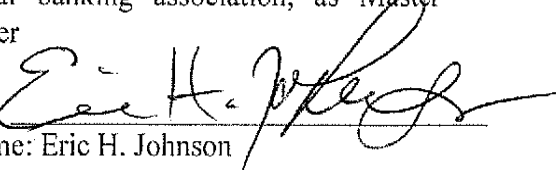
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IN WITNESS WHEREOF, Lender has executed this Release to be effective as of the date above first written.

LENDER:

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2017-C33

By: Wells Fargo Bank, National Association, a national banking association, as Master Servicer

By: 
 Name: Eric H. Johnson
 Title: Vice President

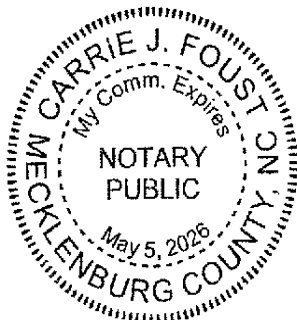
STATE OF NORTH CAROLINA)
)SS
 COUNTY OF MECKLENBURG)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Eric H. Johnson, the Vice President of Wells Fargo Bank, N.A., a national banking association, as master servicer acting for and on behalf of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2017-C33, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal and in my presence signed and sealed the same this 30 day of November, 2021.


 Notary Public

[NOTARY SEAL]



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EXHIBIT A Legal Description

The following tract of land situate in the City of Chicago, the County of Cook, and the State of Illinois, being more particularly described as follows:

Parcel 1:

Those lots and parts of Lots 32 through 36, both inclusive, together with a portion of that part of Canal D (now filled) in Block 13 in S.J. Walker's Dock Addition to Chicago, being a subdivision of the East half, North of the river, of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, all taken as a tract described as follows:

BEGINNING at a point on the West line of said Lot 32, said point being 25.00 feet North of the southwest corner thereof,

THENCE North 00 degrees 01 minute 08 seconds West, along the West line of said Lots 32 through 36, (being also the easterly line of South Damen Avenue), a distance of 440.00 feet to a line 35.00 feet South from and parallel with the North line of said Lot 36,

THENCE South 89 degrees 55 minutes 44 seconds East along said parallel line and the easterly extension thereof, a distance of 268.11 feet, to a line 268.11 feet East from and parallel with said West line of Lots 32 through 36,

THENCE South 00 degrees 01 minute 08 seconds East along said parallel line, a distance of 440.21 feet to a line drawn from a point on the West line of said Lot 32, said point being 25.00 feet North of the southwest corner thereof, easterly to a point on the East line of the West 15.00 feet of Lot 7 in said Block 13, said point being 24.72 feet North of the South line of said Lot 7,

THENCE North 89 degrees 53 minutes 04 seconds West, along the last described line, a distance of 268.11 feet to the point of BEGINNING, in Cook County, Illinois.

Parcel 2:

Those parts of Lots 3 through 7, both inclusive, together with a portion of that part of Canal D (now filled) in Block 13 in S.J. Walker's Dock Addition to Chicago, being a subdivision of the East half, North of the River, of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, all taken as a tract, described as follows:

BEGINNING at the intersection of the South line of the North 35.00 feet of said Lot 3 with the East line of the West 15.00 feet of Lots 3 through 7,

THENCE South 00 degrees 00 minutes 00 seconds East along said East line of the West 15.00 feet of Lots 3 through 7, a distance of 440.28 feet to a line drawn from a point on the West line of Lot 32 in Block 13, said point being 25.00 feet North of the southwest corner thereof, easterly to a point on the East line of the West, 15.00 feet of said Lot 7, said point being 24.72 feet North of the South line of said Lot 7,

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THENCE North 89 degrees 53 minutes 04 seconds West along the last described line, a distance of 90.53 feet to a line 268.11 feet East from and parallel with the West line of Lots 32 through 36 in said Block 13,

THENCE North 00 degrees 01 minute 08 seconds West along said parallel line, a distance of 440.21 feet to the westerly extension of the South line of the North 35.00 feet of said Lot 3,

THENCE South 68 degrees 55 minutes 11 seconds East along the last described line, a distance of 90.67 feet to the point of BEGINNING, in Cook County, Illinois.

Parcel 3:

Together with terms and provisions of that Declaration of Easements for Ingress, Egress, and Access dated June 30, 2010 and recorded August 10, 2010 as Document No. 1022256015, as amended by Amendment to Declaration of Easements for Ingress, Egress and Access dated August 24, 2012 and recorded September 6, 2012 as Document No. 1225039096 with Cook County Recorder of Deeds, Illinois.

Parcel 4:

Together with terms and provisions of that Declaration of Easement for Ingress, Egress and Access and for Maintenance of Stormwater Facilities dated August 24, 2012 and recorded September 6, 2012 as Document No. 1225039097 with Cook County Recorder of Deeds, Illinois.

Parcel 5:

Together with terms and conditions of a Lease Agreement by and between Damen, Inc., as Landlord, and Marketplace of Chicago, LLC, as Tenant, as evidenced by a Memorandum of Parking Lot Lease, dated June 30, 2010 and recorded August 10, 2010 as Document No. 1022256014. Said lease was assigned and amended by Assignment and Amendment of Lease by and between 26th & Damen, Inc., an Illinois corporation, Marketplace of Chicago, LLC and Illinois limited liability company and Chicago Marketplace, LLC, an Illinois limited liability company dated August 28, 2012, unrecorded agreement.

Note: For informational purposes only, the land is known as: 2455 South Damen Avenue, Chicago, IL