Doc#. 2228028156 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/07/2022 03:31 PM Pg: 1 of 6

PREPARED BY:

Sidley Austin LLP 1999 Avenue of the Stars, 17th Floor Los Angeles, CA 90067 Attn: Jacqueline Boggs, Esq.

AFTER RECORDING RETURN TO:

OS National LLC 3097 Satellite Blvd. Bldg. 700, Suite 400 Duluth, Georgia 30096

Attn: Institutional Transaction Dept.

PARTIAL RELEASE OF MORT GAGE, 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 September 28, 2022 by WILMINGTON SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST, as Trustee, in trust for the registered holders of American Homes 4 Rent 2015-SFR1 Single-Family Rental Pass-Through Certificates, having its principal corporate trust offices at 1100 North Market Street, Wilmington, Delaware 19890 (together with its successors and/or assigns, "Mortgagee").

WITNESSETH:

- A. Pursuant to that certain Loan Agreement, dated as of March 6, 2015, (as amended, the "Loan Agreement"), by and between GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, as lender ("Original Lender"), and AMH 2015-1 BOPROWER, LLC, a Delaware limited liability company, as borrower, having an address at 239/5 Park Sorrento, Suite 300, Calabasas, California 91302 (the "Mortgagor"), Original Lender agreed to make a loan (the "Loan") to Mortgagor in the maximum principal sum of FIVE HUNDRED FIFTY-TWO MILLION EIGHT HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$552,830,000.00). 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 Mortgagor of its obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan

Partial Release - AMH 2015-1 (Cook County, IL)

Agreement), Mortgagor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated March 6, 2015 ("Mortgage"), and recorded as of March 12, 2015, as Document # 1507118030, in the records of Cook County, Illinois (the "Official Records"), which Mortgage encumbers, among other things, that certain real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Released Property"), together with certain other real property described in the Mortgage.

C. Original Lender subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to Mortgagee. The Mortgage was assigned pursuant to that certain Assignment of Mortgage by Original Lender, as assignor, to Mortgagee, as assignee, dated as of March 6, 2015, and recorded as of March 12, 2015, as Document # 1507118031, 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. <u>Partial Release</u>. Mortgagee does hereby remise, release, quitclaim and discharge the Released Property from the lien, operation, effect and encumbrance of the Mortgage, without in any way releasing the balance of the real property described in the Mortgage (the "Remaining Property") from the lien, operation, effect and encumbrance of the Mortgage. This Partial Release is not a satisfaction of the obligation secured by the Mortgage but is merely for the purpose of releasing the Released Property from the her of the Mortgage.

AS TO THE REMAINING PROPERTY SUBJECT TO THE MORTGAGE, THE MORTGAGE, LOAN AGREEMENT, AND ALL OTHER POCUMENTS EXECUTED IN CONNECTION THEREWITH SHALL REMAIN IN FULL FORCE AND EFFECT.

- 2. <u>Continued Force and Effect</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. This Partial Release shall be governed in accordance with the applicable laws set forth in Section 12.01 of the Mortgage.

[signature pages follow]

IN WITNESS WHEREOF, Mortgagee has signed and sealed this Partial Release, the day and year above written.

MORTGAGEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST, as Trustee, in trust for the registered holders of American Homes 4 Rent 2015-SFR1 Single-Family Rental Pass-Through Certificates

Ву:		
Name:	Jason Coonroil	
Title:	Vice President	

<i>\infty</i> .	registered holders of American Homes 4 Rent 2015-SFR1 Single-Family Rental Pass-Through Certificates
	By: Midland Loan Services, a Division of PNC Bank, National Association, its Attorney-in-Fact
JO _K	By:
STATE OF KANSAS) ss.	TC
COUNTY OF JOHNSON)	4/2
This instrument was ack	nowledged before int on <u>09/27</u> , 2022, by Vice President of Midland Loan Services, a
SAVINGS FUND SOCIETY, FSI	Association, the Attorney in Fact for WILMINGTON 3, d/b/a CHRISTIANA TRUST, as Trustee, in trust for the mes 4 Rent 2015-SFR1 Single-Family Rental Pass-Through
Certificates.	112
	Print Name:
My Appointment Expires:	
	A COSTON AND IC State of Kansas

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

Property of Cook County Clerk's Office

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EXHIBIT A-2

STREET ADDRESS: 22904 SOUTH LAWNDALE AVENUE, RICHTON PARK, IL 60471

COUNTY: COOK

CLIENT CODE: IL12131

TAX PARCEL ID/APN: 31-35-306-049-0000

LOT 35 IN UNIT NO.L FALCON CREST ESTATES, A RESUBDIVISION OF O. RUETER & COMPANY'S PACITON PARK, OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IJAINOIS, RECORDED DECEMBER 11, 1992 AS DOCUMENT NO. 92933862, AND AMENDED FROM TIME TO TIME.

STREET ADDRESS: 3134 WEST HOLDEN CIRCLE, MATTESON, IL 60443

COUNTY: COOK

CLIENT CODE; IL12188

TAX PARCEL ID/APN: 31-25-108-019-0000

JANA CH LOT 65 IN HOLDEN PARK, BEING A SUBDIVISION IN PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26 IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AFRIL 15, 1999 AS DOCUMENT NO. 99365221, IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL COPY

EXHIBIT A-6

STREET ADDRESS: 6426 GRAY HAWK, MATTESON, JL 60443

COUNTY: COOK

CLIENT CODE: IL12588

TAX PARCEL ID/APN: 31-19-407-016-1044

UNIT NUMBER 258-2 IN THE POINTE AT GLENBAGLE TRAIL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS IN 7/15 POINTE RESUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST -1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERLDIAN, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 2005 AS DOCUMENT 0535710066, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.