Doc# 2300315025 Fee \$59.00

2HSP FEE:S9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/03/2023 02:05 PM PG: 1 OF 5

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Prepared by, recording reguested by, and after recording mail to.

Kilpatrick Townsend & Stockton LL? Two Embarcadero Center, Suite 1900 San Francisco, CA 94111 Attn: Real Estate Finance & Capital Markets (GL)

### RELEASE OF MORTGAGE AND OTHER LIENS

This Release is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY CAPITAL I TRUST 2018-H3, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-H3 (the "Lender"), as of the 8th day of becember , 2022.

## RECITALS

- A. Starwood Mortgage Capital LLC, a Delaware limited liability company ("Original Lender") made a loan to PP P19 1, LLC and PP P19 2, LLC, each an Illinois limited liability company (collectively, "Borrower").
  - B. The loan is secured in part by the following instruments:
    - (i) Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 9, 2018, made by Borrower, as mortgagor, in favor of Original Lender, as mortgagee, and May 30, 2018, as Document No. 1815010077 with the Cook County, Illinois Recorder's Office ("Recorder's Office"), as assigned pursuant to an assignment recorded on May 30, 2018, as Document No. 1815010083 in the Recorder's Office, as last assigned to Lender pursuant to an assignment

2300315025 Page: 2 of 5

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recorded on August 3, 2018, as Document No. 1821541092 in the Recorder's Office (the "Mortgage"); and

- (ii) Assignment of Leases and Rents (the "ALR"), executed by Borrower for the benefit of Original Lender and recorded on May 30, 2018, as Document No. 1815010079 with the Recorder's Office, as assigned pursuant to an assignment recorded on May 30, 2018, as Document No. 1815010085 in the Recorder's Office, as last assigned to Lender pursuant to an assignment recorded on August 3, 2018, as Document No. 1821541093 with the Recorder's Office.
- C. The Mortgage encumbers the properties at the following address: 7801 S. Cornell Ave., Chicago: 7155 S. Green St., Chicago; 5500 W. Van Buren St., Chicago; 101 Memorial Dr., Calumet City; and 3057 S. Dobson Ave., Chicago, Illinois (collectively, the "**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 and the ALR 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 ALR, and the Mortgage and ALR are 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 May 9, 2018, in the principal amount of \$5,400,000.00 (the "Note"), executed by 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 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 DHC MSC 18 H3 SUCCESSOR PORROWER-R, LLC, a Delaware limited liability company ("Successor Borrower"), pursuant to that certain Defeasance Assignment, Assumption and Release Agreement dated as of the date here of by and among Borrower, Successor Borrower, Lender and the other parties signatory thereto.

Furthermore, notwithstanding anything to the contrary contained herein, the Len 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]

2300315025 Page: 3 of 5

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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** THE REGISTERED **HOLDERS** OF MORGAN **STANLEY** CAPITAL I TRUST 2018-H3. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-H3

By: Wells Fargo Bank, N.A., a national banking association, as master servicer

Name: Tisha Caldwell
Title: Associate

STATE OF NORTH CAROLINA )
)ss
COUNTY OF MECKLENBURG )

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I, the undersigned, a Notary Public in and for soid County and State aforesaid, DO HEREBY CERTIFY, that Tisha Caldwell an Associate of Wells Fargo Bank, N.A., a national banking association, as master servicer for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY CAPITAL I TRUST 2018-H3, COMMERCIAL MORTO AGE PASS-THROUGH CERTIFICATES, SERIES 2018-H3, 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

22 day of November, 2022.

[SEAL]

Erica L Barrett
NOTARY PUBLIC
Gaston County, NC
My Commission Expires July 20, 2027

Notary Public

Print Name: Enca L.Barre H

2300315025 Page: 4 of 5

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### PARCEL 2:

LOTS 40 AND 41 IN BLOCK 26 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18, 19, 22, 23, 24, 26, 27,28,29,30,31 AND 32 IN JAMES STINSON'S SUBDIVISION OF E. GRAND CROSSING IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7801 S. CORNELL AVE., CHICAGO, IL 60649

PERMANENT PADEX NUMBER: 20-25-325-001-0000

#### PARCEL 4:

LOTS 111 AND 112 IN LOWNING AND PHILLIPS NORMAL PARK ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 149 FEET THEREOF) IN COOK COUNTY, LLINOIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7155 S. GREEN ST., CHICAGO, IL 60621

PERMANENT INDEX NUMBER: 20-29-207-022-000/

#### PARCEL 8:

LOTS 1, 2 AND 3 IN DAVIS & SONS SUBDIVISION OF LCT 139 IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 5500 W. VAN BUREN ST., CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-16-114-034-0000

#### PARCEL 9:

LOTS 1 AND 2 IN BLOCK 3 IN RUSSELL'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 101 MEMORIAL DRIVE, CALUMET CITY, IL 60409

PERMANENT INDEX NUMBER: 30-08-410-043-0000

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#### PARCEL 11:

LOTS 14 AND 15 IN BLOCK 122 IN CORNELL IN SECTION 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PROPERTY ADDRESS: 8057 S. DOBSON AVE., CHICAGO, IL 60619

PERMANENT INDEX NUMBER: 20-35-112-017-0000

Droperty of County Clerk's Office