

Doc# 2300315026 Fee \$61.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/03/2023 02:07 PM PG: 1 OF 6

Prepared by, recording equested by, and after recording mail tc.

Kilpatrick Townsend & Stockton LLP
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 MORGAN STANLEY CAPITAL 1 TRUST 2020-HR8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SER'ES 2020-HR8 (the "Lender"), as of the day of <u>becember</u>, 2022.

RECITALS

- A. Starwood Mortgage Capital LLC, a Delaware limited liability company ("Original Lender") made a loan to PP P24 1, LLC, an Illinois limited liability company ('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 March 11, 2020, made by Borrower, as mortgagor, in favor of Original Lender, as mortgagee, and recorded on March 12, 2020, as Document No. 2007213110 with the Cook County, Illinois Recorder's Office ("Recorder's Office"), as assigned pursuant to an assignment recorded on March 12, 2020, as Document No. 2007213113 in the Recorder's Office, as assigned pursuant to an assignment recorded on November 2, 2020, as Document No. 2030740237, as last assigned to Lender pursuant to an assignment recorded on

November 2, 2020, as Document No. 2030740239 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 March 12, 2020, as Document No. 2007213111 with the Recorder's Office, as assigned pursuant to an assignment recorded on March 12, 2020, as Document No. 2007213114 in the Recorder's Office, as assigned pursuant to an assignment recorded on November 2, 2020, as Document No. 2030740238 as last assigned to the Lender pursuant to an assignment recorded on November 2, 2020, as Document No. 2030740240 with the Recorder's Office.
- C. The Mortgage encumbers the properties at the following address: 5125 W. Madison Street, Chicago; 107-113 N. Laramie Ave., Chicago; 15210-15214 Chicago Road (a/k/a Martin Luther King, Jr., Drive), Dolton; 8001-8003 S. Muskegon Ave., Chicago; 4641-4643 W. Jackson Blvd., Chicago; and 8935-39 S. Dauphin 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 re'ease 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 errises, 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 March 11, 2620, in the principal amount of \$4,260,000.00 (the "Note"), executed by Borrower and currently read 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 20 HR8 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

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assigns of any obligations that purport to have survived the release made hereby.

[SIGNATURE PAGES FOLLOW]

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COOK COUNTY CLERK OFFICE

RECORDING DIVISION

218 N. CLARK ST. ROOM 220

CHICAGO, II CONO2-1387

CHICAGO, II CONO2-1387 COOKEOUNTY ELERY OFFICE
COOKEOUNTY ELERY OFFICE
RECORDING DIVISION 120
RECORDING DIVISION 1

US2008 21056281 1

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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 CAPITAL I TRUST 2020-HR8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2020-HR8

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

I, the undersigned, a Notary Public in and for said 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 MORGAN STANLEY CAPITAL I TRUST 2020-HR8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2020-HR8, 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 day of Normann, 2022.

[SEAL

BLAIR HARRISON BARBOUR Notary Public, North Carolina Mecklenburg County My Commission Expires December 11, 2023

Notary Public

Print Name: 13 lair Harrison Barba

EXHIBIT A

LEGAL DESCRIPTION PANGEA 24

PARCEL 1:

LOTS 15 AND 16 IN BRITIGAN'S MADISON STREET SUBDIVISION OF LOTS 63, 64 AND 65 IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN: 16 16 200 007 0000 (5125 W. Madison Street, Chicago, Illinois 606/A)

PARCEL 2:

LOTS 1, 2 AND 3 IN R.L. MARTIN'S SUBDIVISION OF BLOCK 7 IN DERBY'S ADDITION TO CHICAGO, A SURDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 17, LINOIS.

FOR INFORMATION ONLY: PIN: 16/09/420/001/0000 (107-113 N. Laramie Ave., Chicago, Illinois 60644)

PARCEL 3:

THE SOUTH 2.50 FEET OF LOT 5, ALL OF LOTS 6 AND 7 AND LOT 8 (EXCEPT THE SOUTH 7.50 FEET) IN BLOCK 1 IN CALUMET BUSINESS CENTER SECOND ADDITION, BEING A SUBDIVISION OF THE EAST 191.0 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NOKY (1) RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO'S.

FOR INFORMATION ONLY: PIN: 29 10 310 006 0000, 29 10 310 007 0000. 29 10 310 031 0000, 29 10 310 034 0000 (15210-15214 Chicago Road (a/k/a Marin Luther King, Jr., Drive), Dolton, Illinois 60419)

PARCEL 4:

LOTS 47 AND 48 IN BLOCK 14 IN WALTER S. HAINES' SUBDIVISION OF BLOCKS 2 AND 14 IN CIRCUIT COURT COMMISSIONER'S PARTITION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN: 21 31 209 001 0000, 21 31 209 002 0000 (8001-8003 S. Muskegon Ave., Chicago, Illinois 60617)

PARCEL 5:

LOTS 7 AND 8 IN BLOCK 1 IN HARVEY'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN: 16 15 113 005 0000 (4641-4643 W. Jackson Blvd., Chicago, Illinois 60644)

PARCEL 6:

THE NORTHERLY 100 FEET OF THAT PART OF OUT LOT 2 (AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF SAID OUT LOT 2) LYING SOUTH OF THE CENTER LYNF OF AN EASEMENT FOR WALKWAY OVER AND ACROSS A STRIP OF LAND 8 FEET WIDE, BEING 4 FEET IN WIDTH ON EACH SIDE OF THE CENTER

LINE EXTENDED OF ITS PRESENT PASSENGER SUBWAY AND EXTENDING WESTERLY FROM ILL MOIS CENTRAL RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LYING TO THE LASTERLY LINE OF DAUPHIN AVENUE AS RESERVED IN WARRANTY DEED RECORDED MARCH 9, 1961 AS DOCUMENT 18104911, IN DAUPHIN PARK, A SUBDIVISION OF THAT PART OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 2, TOWNSHIP 37 NOPTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN: 25 02 108 005 0000 (8935-39 S. Dauphin Ave., Chicago, Illinois 60619)