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Karen A. Yarbrough
Cook County Clerk
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PREPARED BY:

Home Partners of America, Inc.
120 S. Riverside Plaza, Suite 2000
Chicago, IL 60606
Attn: Ruby Origenes

UPON RECORDING RETURN TO:

Home Partners of America, Inc.
120 S. Riverside Plaza, Suite 2000
Chicago, IL 60606
Attn: Ruby Origenes

**PARTIAL RELEASE OF MORTGAGE, 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 June 8th, 2022, by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Trustee, in trust for the registered holders of Home Partners of America 2021-2 Trust Single-Family Rental Pass-Through Certificates, having its principal corporate trust offices at 1100 North Market Street, Wilmington, Delaware 19890, Attention: Home Partners of America 2021-2 Trust (together with its successors and/or assigns, "**Grantee**").

WITNESSETH:

A. Pursuant to that certain Loan Agreement, dated as of November 9, 2021 (the "**Loan Agreement**"), by and between **BANK OF AMERICA, N.A.**, a national banking association, as lender ("**BofA**"), and **SFR BORROWER 2021-2 LLC**, a Delaware limited liability company, as borrower, having an address at 120 S. Riverside Plaza, Suite 2000, Chicago, Illinois 60606 (the "**Grantor**"), BofA agreed to make a loan (the "**Loan**") to Grantor in the maximum principal sum of Two Billion Two Hundred Ninety-Three Million Three Hundred Eighty-Four Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$2,293,384,726.00). 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 Grantor of its obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), Grantor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT

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OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated November 9, 2021 ("**Mortgage**"), and recorded as of March 2, 2022, as Instrument #2206149044 in the records of Cook County, Illinois (the "**Official Records**"), which Mortgage encumbers, among other things, that certain real property commonly known as 14027 Cristina Ave, Orland Park, IL 60462-2340, and 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. BofA subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to Grantee. The Mortgage was assigned pursuant to that certain Assignment of Mortgage by BofA, as assignor, to Grantee, as assignee, dated as of November 9, 2021, and recorded as of March 11, 2022 as Instrument #2207033017 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. **Partial Release.** Grantee has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quitclaim to Grantor all the right, title, interest, claim or demand which Grantee has or may have had in and to the Released Property, together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging. The release, conveyance, and quitclaim of the Released Property hereunder is a partial release, given for the purpose of releasing any and all right, title, claim and interest which Grantee has or may have had in and to the Released Property by virtue of the Mortgage, to have and to hold the said described premises unto Grantor, so that neither Grantee nor any other person or persons claiming under Grantee shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

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

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EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

LOT 106 IN VILLA D'ESTE, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4, PART OF THE SOUTH EAST 1/4 AND PART OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

14027 Criviana Ave, Orland Park, IL 60462-2340

Tax Id Number: 27-02-304-010-0000

Property of Cook County Clerk's Office

Exhibit A