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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/16/2023 09:08 AM PG: 1 OF 5

WILLKIE FARR & GALLAGHER LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Noah Bilenker, Esq.

## PARTIAL RELEASE OF MORTGAGE

DATE: February 15, 2023

*20153373*

NOTE:

*1 of 9*

Date: May 25, 2021

Original Amount: \$85,200,000.00

Maker: Montrose and Clarendon, LLC, a Delaware limited liability company

Payee: MWC 49 HOLDINGS, LLC, a Delaware limited liability company

HOLDER OF NOTE AND LIEN: MW49 CRS SPE, LLC, a Delaware limited liability company, as successor in interest to MWC 49 Holdings, LLC

HOLDER'S MAILING ADDRESS: 11755 Wilshire Boulevard, Suite 2100, Los Angeles, California 90025

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS,  
RECORDED IN:

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated as of May 25, 2021, recorded on May 26, 2021 as document number 2114622026, in the Official Records of the Recorder's Office, Cook County, Illinois, securing payment of one promissory note of even date therewith executed by Montrose and Clarendon, LLC, a Delaware limited liability company, in the original principal amount of up to \$85,200,000.00, payable to the order of MWC 49 HOLDINGS, LLC, a Delaware limited liability company; as affected by that certain Assignment of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Assignment") by MWC 49 HOLDINGS, LLC, a Delaware limited liability company in favor of MW49 CRS SPE, LLC, a Delaware limited liability company, dated as of May 25, 2021, filed on May 26, 2021, as document number 2114622030, in the Official Records of the Recorder's Office, Cook County, Illinois (the Mortgage and Assignment are collectively referred to as the "Security Instrument").

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1. For valuable consideration paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned hereby releases and discharges, without any representations, warranties or recourse whatsoever, all of the rights, titles, interests and liens and security interests held by the undersigned in the Security Instrument INSO FAR AND ONLY INSO FAR as such rights, titles, interests and liens and security interests cover that certain portion of the real property described on Exhibit A attached hereto and made a part hereof. This partial release of mortgage shall not affect any other property described in and secured by the Security Instrument.
2. Except as expressly described in Section 1 above, it is expressly understood and agreed that THIS IS A PARTIAL RELEASE ONLY; that the Security Instrument shall continue to be in full force and effect as to the other real estate and property described in the Security Instrument and not expressly released hereby or by another instrument of record; and shall in no way release, affect or impair the undersigned's rights, titles, interests and liens against any interest and property described in and covered by the Security Instrument. Except as expressly released and discharged hereby or previously released and discharged in writing, the Security Instrument and all obligations, liabilities, and indebtedness secured thereby remain in full force and effect.
3. Reference is hereby made to the Security Instrument and the recordation thereof for all purposes in connection therewith.

*[Signature of Holder to Follow]*

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**HOLDER:**

**MW49 CRS SPE, LLC,**  
a Delaware limited liability company

By: Steve Fried

Name: Steve Fried

Title: Vice President

ACKNOWLEDGEMENT

STATE OF California )  
 ) ss:  
COUNTY OF Los Angeles )

On the 2nd day of February in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steve Fried, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
NOTARY PUBLIC

Old Republic Title  
9601 Southwest Highway  
Oak Lawn, IL 60453



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## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of this document.

State of California }

County of Los Angeles }

On 2/2/2023 before me, Monte Ikel Marable

Notary Public, personally appeared Steve Fried  
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date as the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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## EXHIBIT "A" TO RELEASE OF LIEN

### Legal Description

THE WEST 103 FEET OF THE SOUTH 147 FEET (EXCEPT THE NORTH 14 FEET OF THE EAST 51.6 FEET THEREOF) OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
4401-4415 N. Clarendon Ave.  
Chicago, IL 60640

PIN#: 14-16-103-006-0000

Property of Cook County Clerk's Office