

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 02/17/2023 03:39 PM Pg: 1 of 5

Record and Return to:

TitleVest Agency, LLC

110 East 42<sup>nd</sup> Street, 10<sup>th</sup> Floor

New York, NY 10017

Beneficial Interest Transfer

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PREPARED BY  
Benesch Friedlander Coplan & Arnoff LLP  
7 South Wacker Drive  
Suite 1600  
Chicago, Illinois 60666  
Attn: Andrew Maratea

UPON RECORDING RETURN TO:  
Morgan, Lewis & Bockius LLP  
101 Park Avenue, 20th Floor  
New York, NY 10178  
Attn: Ferdinand Gallo, III, Esq.

## **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 September 30, 2020, by METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having an address at c/o MetLife Investment Management, LLC, One MetLife Way, Whippany, New Jersey 07981 (together with its successors and/or assigns, "Mortgagee").

### **WITNESSETH:**

A. Pursuant to that certain Loan Agreement, dated as of December 13, 2019, (the "Loan Agreement"), by and between DB MIM I LLC, a Delaware limited liability company, having an address at 27 N. Wacker Dr., Ste. 435, Chicago, Illinois 60606 as mortgagor (the "Mortgagor") and Mortgagee, Mortgagee agreed to make a loan (the "Loan") to Mortgagor in the initial principal sum of FORTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$47,500,000.00). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

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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 Agreement), Mortgagor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated December 10, 2019 ("Mortgage") and recorded as of **August 20, 2020**, as Document No. **2023334070** and Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing recorded February 24, 2021 as Document No. **2105557007** recorded in the records of Cook County, IL (the "Official Records"), which Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto (the "Released Property") 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.** Mortgagee has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quitclaim to Mortgagor all the right, title, interest, claim or demand which Mortgagee has or may have had in and to the Released Property described in Exhibit A attached hereto and made a part hereof, 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 Mortgagee 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 Mortgagor, so that neither Mortgagee nor any other person or persons claiming under Mortgagee 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, THE 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 Article 12 of the Mortgage.

[signature pages follow]


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

MORTGAGEE:

METROPOLITAN LIFE INSURANCE  
COMPANY, a New York corporation

By: MetLife Investment Management, LLC, its  
investment manager


By:   
Name: Michael Finn  
Title: Authorized Signatory

STATE OF NEW JERSEY )  
)  
COUNTY OF MORRIS ) <sup>ss</sup>

On 12/8, 2022, before me, Maria J. Tedesco-McGovern, a Notary Public, personally appeared Michael Finn, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public

Maria J. Tedesco-McGovern  
NOTARY PUBLIC  
State of New Jersey  
ID # 2091717  
My Commission Expires 8/9/2026

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## EXHIBIT A

509 Yates Avenue, Calumet City, Illinois **29-12-404-016-0000**

LOT 16 IN BLOCK 8 IN FORD CALUMET TERRACE, A SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

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Exhibit A