UNOFFICIAL COPY

Doc# 2307410007 Fee ≸88.00

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 03/15/2023 10:34 AM PG: 1 OF 4

PREPARED BY:
Benesch Friedlander Coplan & Arnoff LLP
7 South Wacker Drive
Suite 1600
Chicago, Illinois 6066
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 March 13, 2023, by METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having an address at c/o MetLife Investment Management, LIC 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.

UNOFFICIAL COPY

- 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") recorded as of August 20, 2020, as Document No. 2023334072 and Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing recorded [Date] as Document No. 2105557010 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, trie 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. <u>Continued Force and Effect</u>. 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. <u>Counterparts</u>. 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]

2307410007 Page: 3 of 4

UNOFFICIAL COPY

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, a Delaware limited liability company, LLC, its investment manager

Name

Michael Finn

Title

Authorized Signatory

STATE OF NEW JERSEY

COUNTY OF MORRIS

On ______, 2023, before me, _______ 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.

ESS my hand and official seal.

data Public

IBARRONDO TAR LE OF NEW MINIMULATION OF NEW MANAGEMENT OF NEW MANAGEMENT OF NEW MINIMULATION OF NEW MINIMU

UNOFFICIAL COPY

EXHIBITS A-1

The land referred to herein is situated in the State of Illinois, County of Cook, and described as follows:

EXHIBIT A-1

THE NORTH 31 1/3 FEET OF LOT 64 IN E, A, CUMMINGS AND COMPANY'S OGDEN AVENUE SUBDIVISION OF LOTS 63, 64 AND 65 AND THE WEST 37 FEET OF LOTS 66, 67 AND 68, ALL IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WYN, 40

COOK COUNTY CLERK'S OFFICE 3613 SCOVILLE AVENUE, BERWYN, IL 60402

Tax Id Number: 01-10-229-040