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Doc# 2307410010 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2023 10:36 AM PG: 1 OF 4

PREPARED BY  
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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 March 13, 2023, 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") recorded as of August 20, 2020, as Document No. 2023334050 and Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing recorded [Date] as Document No. 2105519002 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

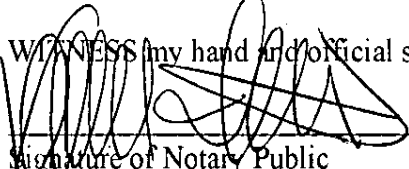
By: MetLife Investment Management, a Delaware  
limited liability company, LLC, its investment  
manager

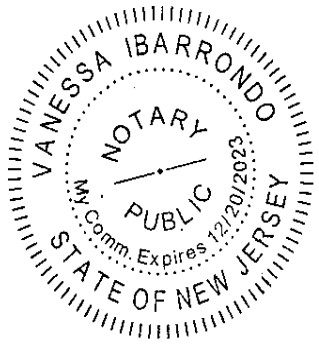
By:   
Name: Michael Finn  
Title: Authorized Signatory

STATE OF NEW JERSEY )  
  )  
COUNTY OF MORRIS    )

On 3/9, 2023, before me, Vanessa Ibarondo, 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



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

## EXHIBIT A-1

LOT 5 (EXCEPT THE NORTH 32.5 FEET THEREOF) AND THE NORTH 39.5 FEET OF LOT 6 IN BLOCK 1 IN SIMPSON HOME DEVELOPERS CRAIG MANOR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CALUMET RIVER, ACCORDING TO PLAT HTEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK OCUNTY, ILLINOIS, ON DECEMBER 2, 1955, AS DOCUMENT NUMBER LR1638003 AND RECORDED AS DOCUMENT NUMBER 16437067, IN COOK COUNTY, ILLINOIS.

15419 UNIVERSITY AVENUE, DOLTON, IL 60419  
Tax Id Number: 29-14-135-018-0000

## EXHIBIT A-2

LOT 3836 IN ELK GROVE VILLAGE SECTION 1 EAST, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1963 AS DOCUMENT LR 2086010, IN COOK COUNTY, ILLINOIS.

138 SHADYWOOD LANE, ELK GROVE VILLAGE, IL 60007  
Tax Id Number: 08-27-107-009-0000