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Doc# 2307410016 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2023 10:41 AM PG: 1 OF 5

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
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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, L.P., 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. 2023334069 and Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing recorded [Date] as Document No. 2105519009 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]

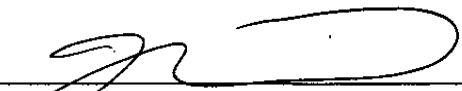
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IN WITNESS WHEREOF, Mortgagee has signed and sealed this Partial Release, the day and year above written.

MORTGAGEE:

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

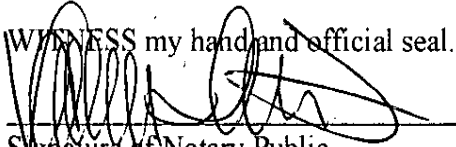
By: MetLife Investment Management, a Delaware
limited liability company, LLC, its investment
manager

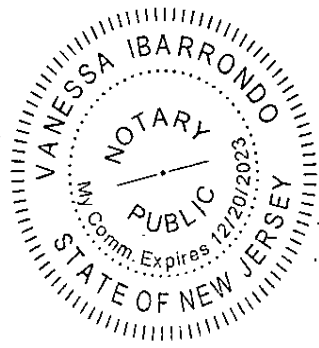
By: 
Name: Michael Finn
Title: Authorized Signatory

STATE OF NEW JERSEY)
)
) IS
COUNTY OF MORRIS)

On 31st, 2023, before me, Vanessa Ibarrodo, 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 90 (EXCEPTING THEREFROM THE NORTHERLY 51 FEET THEREOF) IN MOUREAU'S CREST VIEW ADDITION TO BARTLETT, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

210 E MORSE A VENUE, BARTLETT, IL, 60103
Tax Id Number: 06-35-103-016-0000

EXHIBIT A-2

LOT 5027 IN WOOLAND HEIGHTS UNIT 12, BEING A SUBDIVISION IN SECTIONS 25, 26 AND 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF STREAMWOOD ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1970 AS DOCUMENT 21009951 IN COOK COUNTY, ILLINOIS.

517 FREDERICK AVENUE, STREAMWOOD, IL 60107
Tax id Number: 06-26-414-008-0000

EXHIBIT A-3

LOT 5 IN BLOCK 205 IN THE OAKS UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1966 AS DOCUMENT NUMBER 19801128, "IN COOK COUNTY, ILLINOIS. SITUATED IN THE CITY OF STREAMWOOD, COUNTY OF COOK, IN THE STATE OF ILLINOIS.

2055 ESSEX COURT, STREAMWOOD, IL 60107
Tax id Number: 06-26-353-026-0000

EXHIBIT A-4

PARCEL 1: THE NORTH 1,280 FEET OF LOT 42; ALL OF LOTS 43 AND 44, AND THE SOUTH 8,480 FEET OF LOT 45, ALL IN BLOCK 6 IN WHITNEY AND BISHOP ADDITION TO TINLEY PARK, PLAT OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWN OF BREMEN, COOK COUNTY, STATE OF ILLINOIS, RECORDED DECEMBER 26, 1890 AS DOCUMENT 1393683.

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PARCEL 2: THAT PART OF THE WEST HALF OF THE HERETOFORE VACATED 14 FOOT WIDE NORTH AND SOUTH PUBLIC ALLEY AS HERETOFORE DEDICATED IN BLOCK 6 IN THE AFORESAID SUBDIVISION LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 8,480 FEET OF SAID LOT AS AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 1,280 FEET OF SAID LOT 42, ALL IN COOK COUNTY, ILLINOIS.

17819 65TH COURT, TINLEY PARK, IL 60477
Tax Id Number: 28-31-221-022-0000

Property of Cook County Clerk's Office