

# UNOFFICIAL COPY

Doc#. 2309033128 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 03/31/2023 03:04 PM Pg: 1 of 4

(12) JEW 003459PK

## PREPARED BY:

Home Partners of America, Inc.  
120 S. Riverside Plaza, Suite 2000  
Chicago, IL 60606  
Attn: Ruby Origenes

## UPON RECORDING RETURN TO:

Home Partners of America, Inc.  
120 S. Riverside Plaza, Suite 2000  
Chicago, IL 60606  
Attn: Ruby Origenes

## 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 November 16<sup>th</sup>, 2022, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, in trust for the registered holders of Home Partners of America 2021-2 Trust Single-Family Rental Pass-Through Certificates, having its principal corporate trust offices at 1100 North Market Street, Wilmington, Delaware 19890, Attention: Home Partners of America 2021-2 Trust (together with its successors and/or assigns, "*Grantee*").

## WITNESSETH:

A. Pursuant to that certain Loan Agreement, dated as of November 9, 2021 (the "*Loan Agreement*"), by and between BANK OF AMERICA, N.A., a national banking association, as lender ("*BofA*"), and SFR BORROWER 2021-2 LLC, a Delaware limited liability company, as borrower, having an address at 120 S. Riverside Plaza, Suite 2000, Chicago, Illinois 60606 (the "*Grantor*"), BofA agreed to make a loan (the "*Loan*") to Grantor in the maximum principal sum of Two Billion Two Hundred Ninety-Three Million Three Hundred Eighty-Four Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$2,293,384,726.00). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

B. To secure the payment, fulfillment and performance by Grantor of its obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), Grantor executed and delivered, among other things, that certain MORTGAGE, ASSIGNMENT

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OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated November 9, 2021 ("*Mortgage*"), and recorded as of March 2, 2022, as Instrument #2206149038 in the records of Cook County, Illinois (the "*Official Records*"), which Mortgage encumbers, among other things, that certain real property commonly known as 1506 Somerset Lane, Schaumburg, IL 60193, and more particularly described in Exhibit A attached hereto and made a part hereof (the "*Released Property*"), together with certain other real property described in the Mortgage.

C. BofA subsequently assigned its interest in the Loan, Mortgage, and the other Loan Documents to Grantee. The Mortgage was assigned pursuant to that certain Assignment of Mortgage by BofA, as assignor, to Grantee, as assignee, dated as of November 9, 2021, and recorded as of March 11, 2022 as Instrument #2207033020 in the Official Records.

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.** Grantee has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quitclaim to Grantor all the right, title, interest, claim or demand which Grantee has or may have had in and to the Released Property, 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 Grantee 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 Grantor, so that neither Grantee nor any other person or persons claiming under Grantee 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, 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 Section 12.01 of the Mortgage.

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

GRANTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Trustee, in trust for the registered holders of Home  
Partners of America 2021-2 Trust Single-Family Rental  
Pass-Through Certificates

By: Midland Loan Services, a Division of PNC Bank,  
National Association, Its Master Servicer and Attorney-in-  
Fact

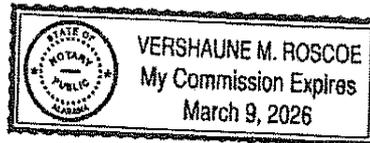
By: *Michelle Julian*  
Name: Michelle Julian  
Title: Vice President

STATE OF ALABAMA    )  
                                  :  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michelle Julian, whose name as Vice President of Midland Loan Services, a division of PNC Bank, National Association, the Master Servicer and Attorney-in-Fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, in trust for the registered holders of Home Partners of America 2021-2 Trust Single-Family Rental Pass-Through Certificates, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date. Given under my hand and official seal this 16<sup>th</sup> day of November, 2022.

*Vershaune Roscoe*  
Notary Public

My Commission Expires: March 9<sup>th</sup>, 2026



Signature Page to Partial Release

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## EXHIBIT A

### LEGAL DESCRIPTION OF RELEASED PROPERTY

Lot 24 in Weathersfield Unit 3, being a Subdivision in Sections 20 and 21, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof Recorded April 11, 1961, as Document 18132630 in the Recorder's Office of Cook County, Illinois.

1506 Somerset Lane Schaumburg 60193 Cook County IL  
PIN: 07-20-403-018-0000

Property of Cook County Clerk's Office

Exhibit A