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Karen A. Yarbrough
Cook County Clerk
Date: 07/14/2023 12:32 PM Pg: 1 of 4

PREPARED BY:

Sidley Austin LLP
1999 Avenue of the Stars, Suite 1700
Los Angeles, CA 90067
Attn: Jacqueline Boggs, Esq.

UPON RECORDING RETURN TO:

Home Partners of America
120 S. Riverside Plaza, Suite 2000
Chicago, IL 60606
Attn: Michael Arthur

**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 10, 2023, by METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having an address at One MetLife Way, Whippany, New Jersey 07981 (together with its successors and/or assigns, "*Grantee*").

WITNESSETH:

A. Pursuant to that certain Loan Agreement, dated as of July 15, 2016, (the "*Loan Agreement*"), by and between Grantee, as Lender, and HPA BORROWER 2016 ML LLC, a Delaware limited liability company, as Borrower, having an address at c/o Home Partners of America, 120 S. Riverside Plaza, Suite 2000, Chicago, Illinois 60606 (the "*Grantor*"), Grantee agreed to make a loan (the "*Loan*") to Grantor in the principal sum of ONE HUNDRED SIXTY-TWO MILLION ONE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED TEN AND 19/100 DOLLARS (\$162,169,310.19). 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 OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated July 15, 2016, and recorded as of August 5, 2016, as Instrument #1621816027, in the records of Cook

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County, Illinois (the “*Official Records*”) as amended by that certain AMENDMENT TO MORTGAGES, ASSIGNMENTS OF LEASES AND RENTS, SECURITY AGREEMENTS AND FIXTURE FILINGS, dated October 23, 2018, and recorded as of January 10, 2019, as Instrument #1901010032, in the Official Records (the “*Mortgage*”), which Mortgage encumbers, among other things, the real property described in Exhibit A-1 attached hereto (the “*Real 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.** 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 Real Property as more particularly described in Exhibit A-1 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 Real 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 Real 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.

[signature pages follow]

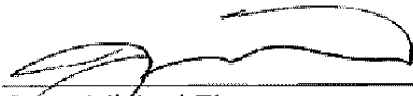
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IN WITNESS WHEREOF, Grantee has signed and sealed this Partial Release, the day and year above written.

GRANTEE:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

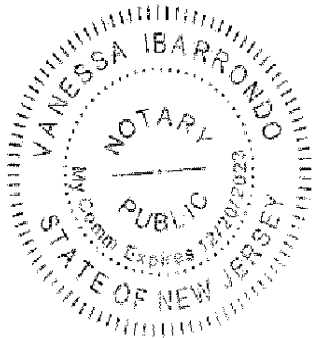
By: MetLife Investment Management, LLC, a Delaware
limited liability company, its investment manager

By: 
Name: Michael Finn
Title: Authorized Signatory

STATE OF NY)
COUNTY OF HORRIS) ss:

On the 6 day of March, in the year 2023, before me, the undersigned, personally appeared Michael Finn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.


Notary Public Vanessa Ibarondo



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EXHIBIT A-1

LEGAL DESCRIPTION OF REAL PROPERTY

Property of Cook County Clerk's Office

LOT 11 IN BLOCK 8 IN H.O. STONE AND CO'S BRAINARD PARK, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CKA: 840 S. Waiola Avenue, La Grange, IL 60525
PIN: 18-09-125-023-0000