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Attn: Filing Department
801 Adlai Stevenson Drive
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This instrument prepared by:

Todd V. Jones, Esq.
GE Capital Franchise Finance Corporation
8377 E. Hartford Drive; Suite 200
Scottsdale, Arizona 85255

2008 063671

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 SEP 10 AM 11:55
MICHAEL A. BROWN
RECORDER

RELEASE AND SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

WHEREAS, payment in full has been made of the indebtedness secured by the Mortgage and Security Agreement dated as of December 29, 1992, and recorded on January 4, 1993, by CURTIS JAMES INVESTMENTS, an Ohio partnership ("Borrower"), to and for the benefit of BELL ATLANTIC TRICON LEASEING CORPORATION ("Bell Atlantic"), as the original Lender with respect to the real property legally described on the attached Exhibit A (the "Premises"), as Instrument No. 93000276, in the real property records of Lake County, Indiana, and as assigned to TRICON CAPITAL CORPORATION ("TriCon"), by that Assignment and Assumption Agreement recorded on June 20, 1994 as Instrument No. 94045122 ("Assignment Agreement"), and as further assigned to GE CAPITAL FRANCHISE FINANCE CORPORATION ("Holder"), as the current Holder, by that Assignment of Mortgage and Security Agreement recorded on April 22, 2003 as Instrument No. 2003 040599, in the real property records of Lake County, Indiana, with respect to the Premises (collectively the "Mortgage").

NOW, THEREFORE, in consideration of such payment, Holder does hereby release and discharge the Mortgage.

This Release and Satisfaction of Mortgage does not release the right, title, interest and estate held by Holder, in any other property encumbered by any other deeds of trust, mortgages or deeds to secure debt or assignments of rents and leases executed by Borrower in favor of Holder, and does not affect in any way the indebtedness secured thereby nor the liability of any party for the payment thereof or the continued validity of any other collateral given to secure said indebtedness, but releases/satisfies only the lien of the Mortgage upon the Property.

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SCHEDULE "A"

LOT 7, THE CROSSROADS, AS SHOWN IN PLAT BOOK 69, PAGE 3. IN LAKE COUNTY, INDIANA.



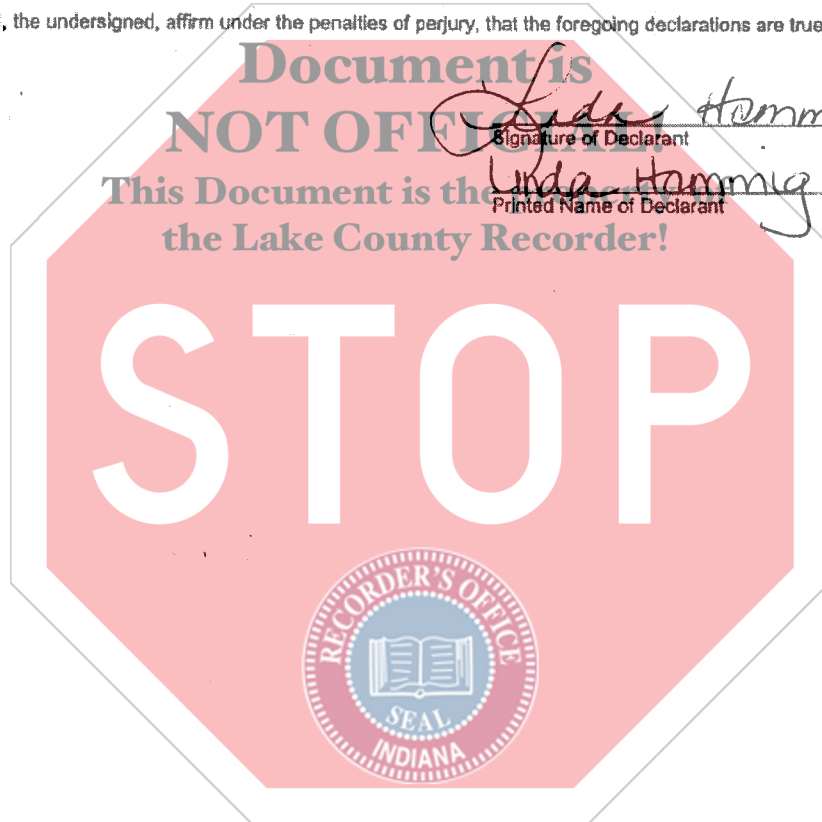
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



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