

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 060958

2010 OCT 20 PM 12:53

MICHELLE R. FAJMAN  
RECORDER

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↓  
Please Record & Return to:  
Bridge Service Corp. # 383-2678  
800-225-2736  
277 Broadway, #1710  
New York, NY 10007-2001

SPACE ABOVE RESERVED FOR RECORDER

Prepared by Neal J. Miranda & when recorded, return to:  
Chicago Title #1210-2094 (ESA-NJM)  
711 Third Ave, #500, NY, NY 10017

**RELEASE, SATISFACTION, DISCHARGE, TERMINATION;  
SUBSTITUTION OF TRUSTEE & FULL RECONVEYANCE;  
MORTGAGE SATISFACTION PIECE (DE);  
QUITCLAIM DEED & RELEASE, AND CANCELLATION OF DEED TO SECURE DEBT (GA);  
RELEASE BY OBLIGEE OF RECORD OF MORTGAGE PURSUANT TO LA R.S. 44:106 (LA);  
CANCELLATION AND RELEASE OF MORTGAGE BY LICENSED FINANCIAL  
INSTITUTION PURSUANT TO LA R.S. 44:109 (LA);  
CERTIFICATE OF SATISFACTION (MD & VA);  
RELEASE OF LIEN (PA); AND/OR  
LOST MORTGAGE SATISFACTION WITH AFFIDAVIT OF LOST MORTGAGE (SC)**

DATE  
AS OF EARLIEST NOTARIZATION DATE BUT EFFECTIVE AS OF 10 / 8 / 10

**Whereas --- As to all states:**

The undersigned is the special servicer for the trustee of the bona fide owner and holder of the loan secured by that certain mortgage, deed of trust, security deed, deed to secure debt or trust deed identified on Exhibit A hereto, as same may have been amended (the "Mortgage") encumbering the premises described therein (the "Premises"), which has/have not been further assigned.

**Whereas --- As to all states except CO:**

As to those states (other than CO) where the Mortgage is a deed of trust, the undersigned in its capacity as beneficiary, appoints and substitutes Neal J. Miranda, c/o Chicago Title, 711 Third Ave, NY, NY 10017 (or Chicago Title Insurance Company, 711 Third Ave, NY, NY 10017 as to UT only) as Substitute Trustee under the deed of trust, and beneficiary directs that Substitute Trustee join in this instrument solely to (i) reconvey the deed of trust and (ii) release the Premises from the lien and effect of the deed of trust, and does hereby hold Substitute Trustee harmless from all loss or damage as a result thereof except in the event of the gross negligence or willful misconduct of Substitute Trustee.

AMOUNT \$ 26<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 26139  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RM

E

**Whereas-CO:**

As to any Mortgage recorded in CO which is a deed of trust, the owner of the evidence of debt hereby requests and directs that Chicago Title Insurance Company, on its behalf, execute and present to the Public Trustee of the County of Recording in CO, a REQUEST FOR FULL RELEASE OF DEED OF TRUST & RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO §38-39-102 (1) (a) & (3), CO REVISED STATUTES.

**Whereas-GA:**

As to any Mortgage recorded in GA which is a deed to secure debt, the indebtedness secured thereby has been paid in full and the undersigned being the present record holder and owner of such Mortgage by virtue of being the original Mortgagee/Beneficiary/Grantee, the clerk of the superior court is authorized and directed to cancel that Mortgage of record as provided in Code Section 44-14-4 of the O.C.G.A. for other mortgage cancellations.

**Whereas-SC:**

As to any Mortgage recorded in SC which is a mortgage, the undersigned, being duly sworn, states that the undersigned is the bona fide owner thereof and that the same has (a) not been assigned, hypothecated or otherwise disposed of, and (b) been lost, destroyed or after diligent search cannot be found.

**Whereas-NC:**

As to any Mortgage recorded in NC which is a deed of trust, this instrument is a Satisfaction pursuant to G.S. 45-36.10 & G.S.45-37(a)(7) and (a) the undersigned is now the secured creditor in such Mortgage, and (b) this Satisfaction terminates the effectiveness of such Mortgage.

**Now therefore-DE:**

Recorder >>> You are hereby requested and authorized to enter satisfaction of, and cancel of record, the Mortgage.

**Now therefore-LA --- As to non-federal or non-state licensed financial institution obligees only:**

The undersigned, as obligee of record and holder of the note(s)/indebtedness secured by the Mortgage recorded in LA which is a mortgage, does hereby certify that the same has been paid or is otherwise satisfied or extinguished, and further that said Mortgage is hereby released. The Recorder of Mortgages in and for the Parish where the Mortgage is recorded is hereby requested, authorized and directed to cancel the recordation of the Mortgage. The undersigned acknowledges that they have attached a copy of and have executed the annexed Request to Cancel Inscription to this Release by Obligee of Record of Mortgage pursuant to LA R.S. 44:106.

**Now therefore-LA --- As to federal or state licensed financial institution obligees only:**

The undersigned, as obligee of record and holder of the note(s)/indebtedness secured by the Mortgage recorded in LA which is a mortgage, does hereby certify that the same has been paid or is otherwise satisfied or extinguished, and further that said Mortgage is hereby released. The Recorder of Mortgages in and for the Parish where the Mortgage is recorded is hereby requested, authorized and directed to cancel the recordation of the Mortgage. The Recorder of Mortgages shall not be liable for any damages resulting to any person or entity as a consequence of cancelling a mortgage pursuant to this Cancellation and Release of Mortgage by Licensed Financial Institution Pursuant to LA R.S. 44:109.

**Now therefore-PA:**

This instrument is and shall operate as a release of lien and not as a satisfaction or discharge, and in consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned does hereby release the Premises from the lien and affect of the Mortgage.

**Now therefore-VA:**

The undersigned, holder of the note(s)/indebtedness secured by the Mortgage recorded in VA which is a deed of trust, does hereby certify that the same has/have been paid in full (or is otherwise satisfied or extinguished), and the lien therein created and retained is hereby released, and further authorizes the filing of a UCC Financing Statement Amendment, terminating any UCC Financing Statement that was filed as a fixture filings in order to perfect the security interests in fixtures and personal property created by the deed of trust.

**Now therefore --- As to all states:**

In consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned (a) does hereby remise, release, quitclaim, grant and convey without warranty unto the owner the Premises encumbered by the Mortgage, (b) certifies that the Mortgage is canceled, satisfied in full, discharged, terminated and of no further force and effect, and (c) releases the Premises from the lien and effect of the Mortgage, as well as any related security instruments, including, but not limited to, any assignment of leases and rents, financing statements (and though not mandatory, further authorizes the filing of a UCC Financing Statement Amendment, terminating any UCC Financing Statement that was filed as a fixture filing in order to perfect the security interests in fixtures and personal property created by the Mortgage), cross collateralization documents, management certificates, writs, subordination and non-disturbance agreements, any memorandums or any other instruments evidencing collateral given in connection with the loan.


**In witness whereof:**

The undersigned, by its duly elected officer (who for purposes of real property located in the District of Columbia, are hereby appointed attorney-in-fact) and pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

**Entity:**


U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2007-ESH

By: CWCapital Asset Management LLC, solely in its capacity as Special Servicer for the Trustee


By:  (SEAL)  
Printed Name: Stephen Abelman (See MA Note below)

Title: VP, duly authorized  
Address: 701 13<sup>th</sup> St NW, Washington, DC 20005  
Telephone: (202) 715-9500

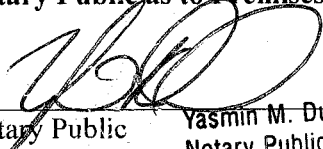
**Witness # 1:**

  
Name: Kelly Shubic Weiner

**Witness #2:**

  
Name: Mark McTamney

**Notary Public as to Premises in GA & LA:**

  
Notary Public Yasmin M. Duncan  
Notary Public, District of Columbia  
My Commission Expires 4/14/2015

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

MA Note:

Pursuant to LLC Certificate filed with MA-DOS, must be executed by Carla R. Stoner, Jill Hyde, Charles Spetka, Scott D. Spelfogel or Michael D. Berman

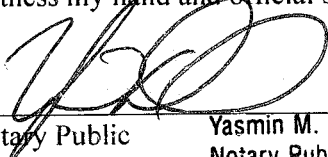
District of Columbia

**Multi-State Corporate Acknowledgment:**

On 9/22/10, before me, the undersigned officer, personally appeared Stephen Abelman personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the VP of CWCapital Asset Management LLC, solely its capacity as special servicer for U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2007-ESH (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Entity. \*\*\* Witness my hand and official seal.

**Uniform Acknowledgment which is supplemental to the foregoing acknowledgment:**

On 9/22/10, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Abelman, 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. \*\*\* Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public      Yasmin M. Duncan  
Notary Public, District of Columbia  
My Commission Expires 4/14/2015

**Exhibit A**  
The "Mortgage"

SITE(S) # 526

The following is/are recorded in the public records of County (Town) of Lake, State of Indiana:

**Mortgage, Deed of Trust, Security Deed, Deed to Secure Debt or Trust Deed**

Mortgagor/Trustor/Grantor:

ESA P PORTFOLIO L.L.C., ESA PROPERTIES L.L.C., ESA P PORTFOLIO OPERATING LESSEE INC.  
and ESA OPERATING LESSEE INC.

Mortgagee/Beneficiary/Grantee:

WACHOVIA BANK, NATIONAL ASSOCIATION, BEAR STEARNS COMMERCIAL MORTGAGE, INC.  
and BANK OF AMERICA, N.A.

Dated:

6/11/07

Recorded:

7/10/07

In/As:

Document No. 2007-055585

**Amendment/Modification or Amendment/Restatement, if any:**

Mortgagor/Trustor/Grantor:

Mortgagee/Beneficiary/Grantee:

Dated:

Recorded:

In/As:

**Assignment(s) of Mortgage, if any:**

<b>Assignee</b>	<b>Dated</b>	<b>Recorded</b>	<b>In/As</b>
WELLS FARGO BANK, N.A., AS TRUSTEE IN TRUST FOR HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-ESH	5/21/08	9/17/08	Document No. 2008- 065022
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE IN TRUST FOR HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST COMMERCIAL MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2007-ESH	3/31/09	8/14/09	Document No. 2009- 05611

**EXHIBIT A**

(See Attached Legal Description)

1355 E. 83rd Avenue, Merrillville, IN

Site No.: 526

**DESCRIPTION**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Merrillville County of Lake State of Indiana.

Part of Lot 2 in Westlake Plaza Unit 2, as shown in Plat Book 63, Page 49 and amended by Certificate of Correction recorded March 21, 1989 as Document No. 028087 and further amended by Certificate of Correction recorded June 23, 1989 as Document No. 043392, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2;

Thence South 00 degrees 01 minutes 23 seconds West along the East line of said Lot 2, a distance of 299.00 feet;

Thence North 89 degrees 59 minutes 37 seconds West, parallel with the North line, a distance of 455.99 feet to the West line of said Lot 2;

Thence North 04 degrees 23 minutes 15 seconds West along said West line, a distance of 267.49 feet to a curve; Thence Northeasterly 49.43 feet along a curve concave to the Southeast and having a radius of 30 feet to the North line of Lot 2;

Thence South 89 degrees 59 minutes 37 seconds East, along said North line, a distance of 446.65 feet to the point of beginning, all in the Town of Merrillville, Indiana.

NOTE: Being Parcel No. of the City of Merrillville, County of Lake.

NOTE: Parcel No. shown for informational purposes only.