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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

This instrument was prepared by:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention: Micah J.B. McOwen, Esq.

2012 067786

2012 SEP 26 PM 2: 28

MICHAEL J. McOWEN  
RECORDER

After recording please return to:

Cahill Gordon & Reindel LLP  
Eighty Pine Street  
New York, New York 10005-1702  
Attention: Athy A. Mobilia, Esq.

### PARTIAL RELEASE OF MORTGAGE

This **PARTIAL RELEASE OF MORTGAGE** (this "**Partial Release**") is made as of this \_\_\_ day of July 2012, by **BANK OF AMERICA, N.A.**, in its capacity as Collateral Agent (the "**Mortgage**") under the Mortgage (as defined below).

WHEREAS, Mortgagee is the holder of the mortgage listed on **Exhibit A** hereto and incorporated herein (the "**Mortgage**").

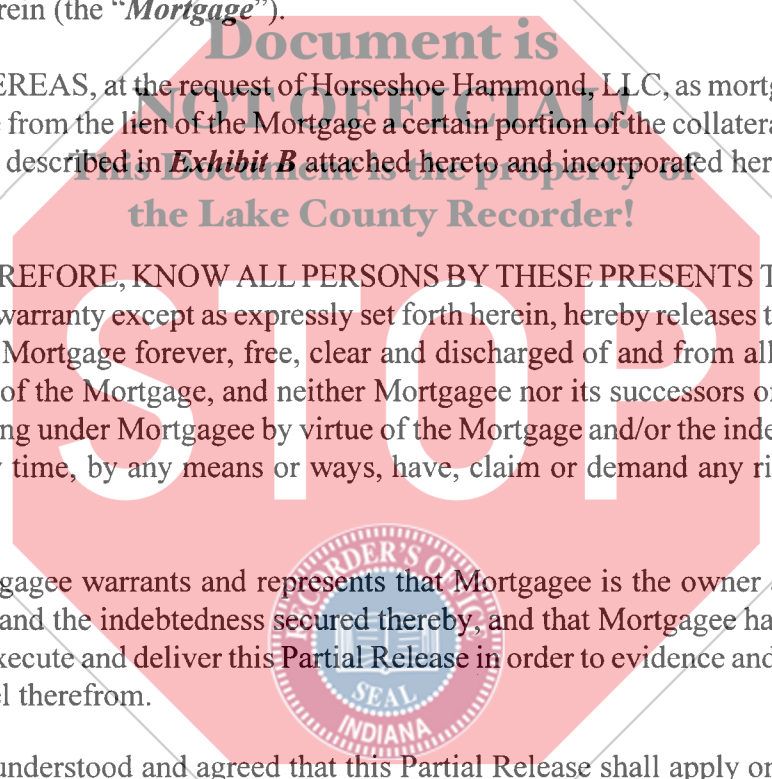
WHEREAS, at the request of Horseshoe Hammond, LLC, as mortgagor, Mortgagee has agreed to release from the lien of the Mortgage a certain portion of the collateral secured thereby as more particularly described in **Exhibit B** attached hereto and incorporated herein (the "**Release Parcel**").

THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS THAT Mortgagee, without recourse or warranty except as expressly set forth herein, hereby releases the Release Parcel from the lien of the Mortgage forever, free, clear and discharged of and from all liens and claims under and by virtue of the Mortgage, and neither Mortgagee nor its successors or assigns, nor any other persons claiming under Mortgagee by virtue of the Mortgage and/or the indebtedness secured thereby, shall at any time, by any means or ways, have, claim or demand any right or title to the Release Parcel.

Mortgagee warrants and represents that Mortgagee is the owner and holder of the aforesaid Mortgage and the indebtedness secured thereby, and that Mortgagee has the unrestricted right and power to execute and deliver this Partial Release in order to evidence and effect the release of the Release Parcel therefrom.

It is understood and agreed that this Partial Release shall apply only to the Release Parcel herein expressly described, and that the Mortgage and the indebtedness secured thereby shall remain in full force and effect with respect to the remaining property encumbered thereby.

[remainder of page intentionally left blank; signature on following page]

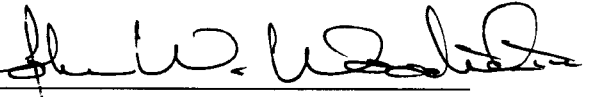


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IN WITNESS WHEREOF, Mortgagee has executed this Partial Release as of the day and year first above written.

**BANK OF AMERICA, N.A.,** as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title **John W. Woodiel III**  
**Managing Director**

State of Texas )  
 )  
County of Dallas )

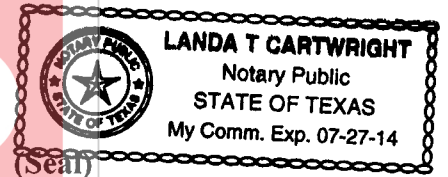
On July 9, 2012 before me, a Notary Public in and for said County and State personally appeared John W. Woodiel, III, who was personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.

Signature of Notary Public: Landa J. Cartwright

Printed Name of Notary Public: Landa T. Cartwright

Commission Expires: 7-27-14



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Printed Name of Preparer: Micah J.B. McOwen, Esq.

**EXHIBIT A**

DESCRIPTION OF THE MORTGAGE

That certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Horseshoe Hammond, LLC (successor to Horseshoe Hammond, Inc.) to Bank of America, N.A., in its capacity as Collateral Agent, in the principal amounts not to exceed \$5,000,000,000.00, dated as of June 10, 2009 and recorded June 22, 2009 as Document No. 2009 041677, as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, made by and between Horseshoe Hammond, LLC and Bank of America, N.A., in its capacity as Collateral Agent, dated as of June 29, 2012 and recorded July 9, 2012 as Document No. 2012 044696.



**EXHIBIT B**

DESCRIPTION OF THE PROPERTY BEING RELEASED

A part of the East Half of Section 1, Township 37 North, Range 10 West, Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked as Exhibit "B-1", described as follows: Commencing at the point of intersection of the East line of Section 1 aforesaid, and the centerline of Indianapolis Boulevard, as the same existed prior to the year 1924 (the foregoing portion of this description beginning with the words "the point of" is quoted from Instrument No. 425300); thence North 39 degrees 07 minutes 00 seconds West 1,235.40 feet along the centerline of said Indianapolis Boulevard (also known as U.S.R. 12, 20 and 41) to the prolonged northwestern boundary of Parkview Avenue; thence South 50 degrees 53 minutes 00 seconds West 40.00 feet along the prolonged boundary of said Parkview Avenue to the southwestern boundary of said Indianapolis Boulevard; thence North 39 degrees 07 minutes 00 seconds West 884.59 feet along the boundary of said Indianapolis Boulevard; thence South 50 degrees 53 minutes West 30.00 feet along said boundary; thence North 39 degrees 07 minutes 00 seconds West 79.50 feet along said boundary; thence North 50 degrees 53 minutes 00 seconds East 30.00 feet along said boundary; thence North 39 degrees 07 minutes 00 seconds West 324.91 feet along said boundary to the point of beginning of this description, which point is the northeast corner of the grantor's land; thence South 50 degrees 53 minutes 00 seconds West 13.99 feet along the southeastern line of the grantor's land; thence North 39 degrees 06 minutes 55 seconds West 25.00 feet to the northwestern line of the grantor's land at point "230" designated on said parcel plat; thence North 50 degrees 53 minutes 00 seconds East 13.99 feet along said northwestern line to the southwestern boundary of said Indianapolis Boulevard; thence South 39 degrees 07 minutes 00 seconds East 25.00 feet along the boundary of said Indianapolis Boulevard to the point of beginning and containing 0.008 acres, more or less.




**Exhibit "B-1"**

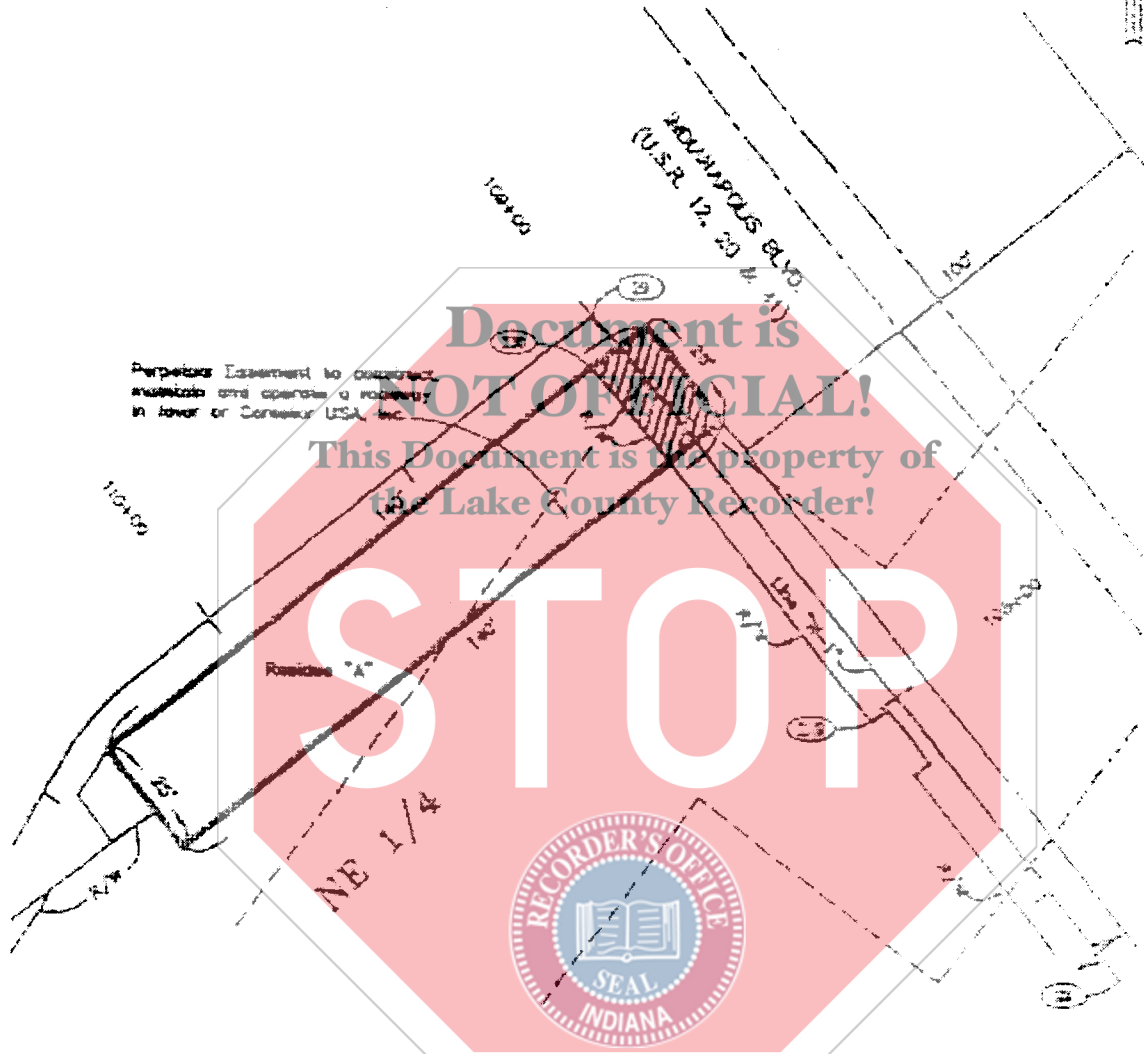
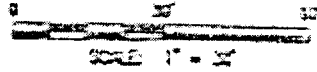
**RIGHT-OF-WAY PARCEL PLAT  
PREPARED FOR THE CITY OF NAPPERS, INDIANA**

PARCEL: 3  
 PROJECT: SE-204E )  
 ROAD: WOLF LAKE TRAIL  
 COUNTY: LAKE  
 SECTION: 1  
 TOWNSHIP: 37 N.  
 RANGE: 10 W.

OWNER: NORSEWICK HOLDINGS LLC  
 INSTRUMENT NO. 8805754 DATED: 4-14-05  
 INSTRUMENT NO. 8805755 DATED: 4-14-05  
 INSTRUMENT NO. 8805756 DATED: 4-14-05  
 INSTRUMENT NO. 2004 028125 DATED: 1-26-04

DEE WELL: CANTON  
 SURVEY BY: F.A. HENNINGER, P.E.  
 CHECKED BY: J.R. POTTER, S-C-E-02  

*North arrow is for approximate taking.*

Dimensions shown here are from the owner's latest recorded instruments.  
 Corner locations to nearest 1/2 acre are shown at 30 foot intervals.



*This plat was prepared from information obtained from the recorder's office.*