

Prepared by & when recorded, return to:
Chicago Title #1207-3245-NJM
711 Third Ave, NY, NY 10017

**Release and Termination;
Substitution of Trustee & Full Reconveyance;
Mortgage Satisfaction Piece (DE);
Quitclaim Deed (GA);
Certificate of Satisfaction (MD, VA);
Release of Lien (PA); and
Lost Mortgage Satisfaction with Affidavit of Lost Mortgage (SC)
dated as of 7/6/07**

[For multi-state use except LA & CO (where public trustee)]

Whereas:

The undersigned is a DE corporation having a place of business at 1595 Spring Hill Rd, Vienna, VA 22182.

Whereas:

The undersigned is the nominee for the bona fide owners and holders (or, if applicable, the successor in interest to the original owner and holder) of the indebtedness secured by those security instruments identified on Exhibit A hereto (hereinafter referred to individually as a "Security Instrument" and collectively as the "Security Instruments") encumbering the premises described therein (the "Premises").

Whereas:

As to those states (other than ID & NC) where a Security Instrument is a deed of trust or trust deed and the beneficiary is an institutional lender (e.g. federal or state chartered bank), the undersigned in its capacity as beneficiary, does hereby appoint and substitute itself as trustee thereunder.

Whereas:

(a) as to those states where a Security Instrument is a deed of trust and the beneficiary is not an institutional lender (e.g. federal or state chartered bank), or (b) as to ID where a Security Instrument 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 as Substitute Trustee under the deed of trust, and beneficiary directs that Substitute Trustee join in this instrument solely to (a) reconvey the Premises and (b) 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.

Whereas --- SC:

As to any Security Instrument recorded in SC, the undersigned, being duly sworn, states that the undersigned is nominee for 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 Security Instrument recorded in NC which is a deed of trust, this instrument is a Satisfaction of Security Instrument pursuant to G.S. 45-36.10 & G.S.45-37(a)(7) and the undersigned is now the secured creditor in/under the Security Instrument which is a deed of trust.

Now therefore --- DE:

You, as recorder, are hereby requested and authorized to enter satisfaction of, and cancel of record, each Security Instrument as to the Premises.

Whereas --- NC:

As to any Security Instrument recorded in NC which is a deed of trust, this Satisfaction of Security Instrument terminates the effectiveness of the Security Instrument which is a deed of trust as to the Premises.

Now therefore --- PA:

As to each Security Instrument recorded in the Commonwealth of 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 (the receipt and sufficiency of which is hereby acknowledged), the undersigned does hereby release the Premises from the lien and effect of each Security Instrument.

Now therefore --- As to all other states:


As to each Security Instrument, (a) the undersigned does hereby remise, release, quitclaim, grant and reconvey without warranty unto the owner the Premises encumbered by each Security Instrument, (b) the undersigned certifies that the lien and effect of each Security Instrument on the Premises is canceled, discharged, terminated and of no further force and effect as to the Premises, (c) the undersigned releases the Premises from the lien and effect of each Security Instrument.

In witness whereof:


The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Entity:

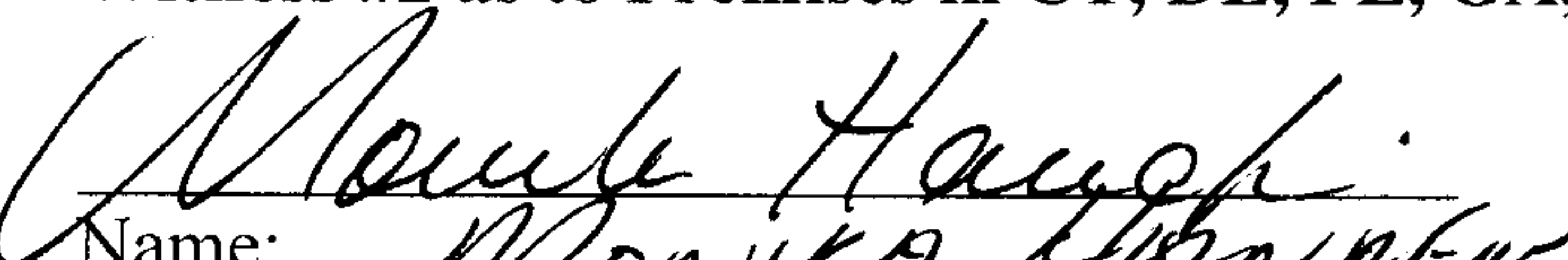
Mortgage Electronic Registration Systems, Inc., a DE corporation ("MERS"), its successors and/or assigns, as mortgagee/beneficiary/grantee/assignee and nominee

By: 
Name: Dana Colee
Title: VP

Witness #1 as to Premises in CT, DE, FL, GA, LA, PA & SC:

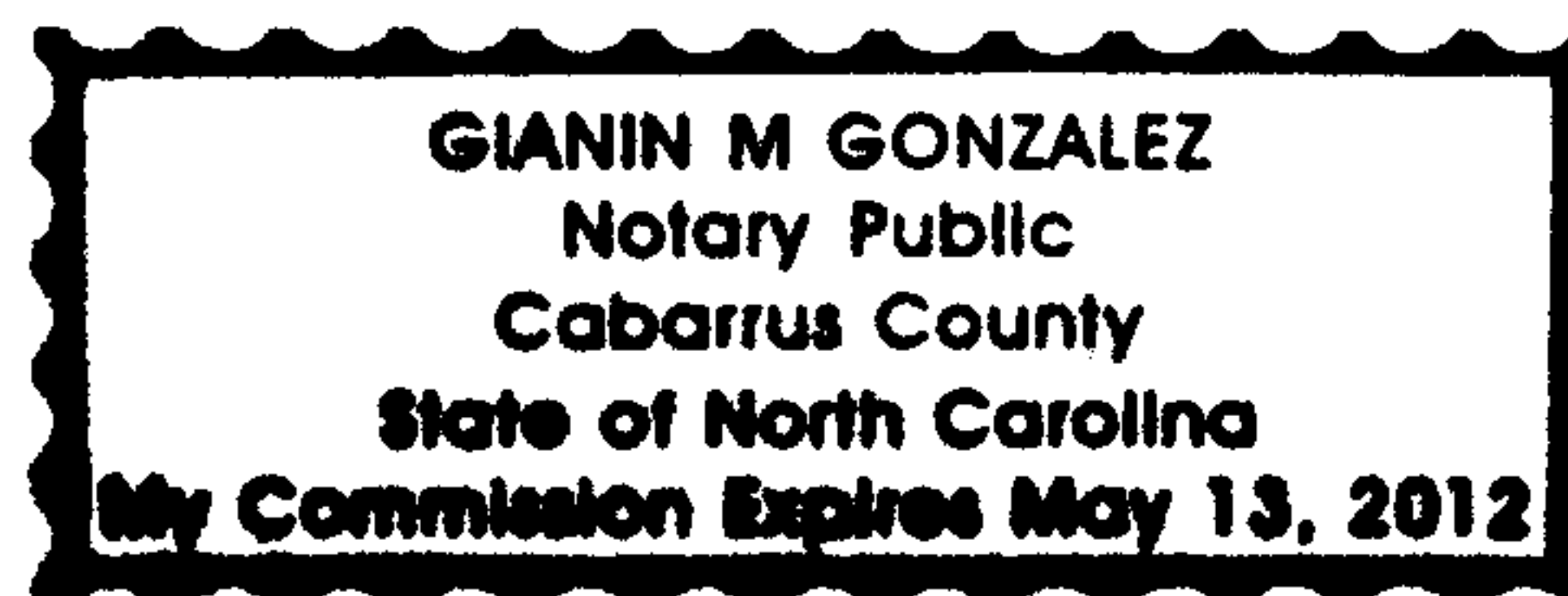

Name: Yolanda Borner

Witness #2 as to Premises in CT, DE, FL, GA, LA, PA & SC:


Name: Monika Henrich

Notary Public as to Premises in GA & LA:


Notary Public



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

County of Mecklenburg, State of North Carolina:

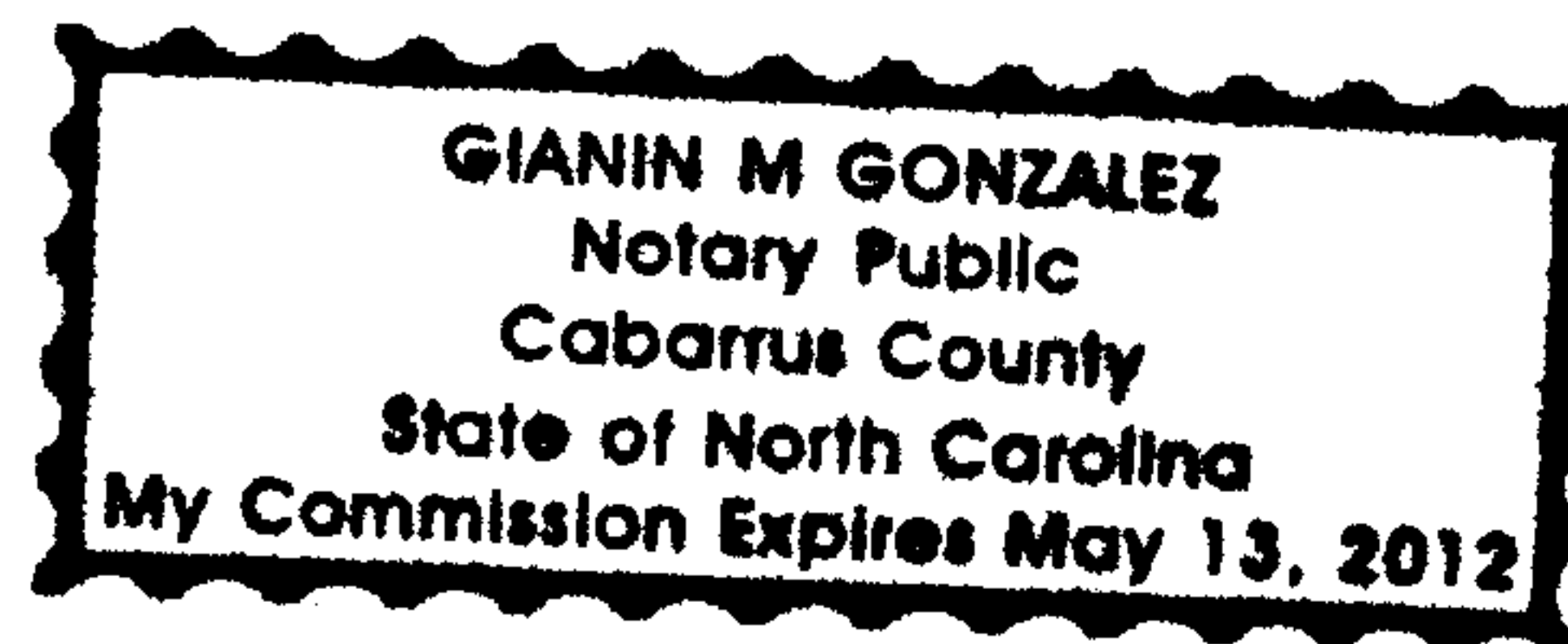
Multi-State Corporate Execution and Acknowledgment:

On 07/05/07, before me, the undersigned officer, personally appeared Dana Colée personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the foregoing executing entity (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 / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. Witness my hand and official seal.

If this instrument was executed in NY or CA and affects real property outside NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY or CA and affects real property in NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and supersedes the foregoing acknowledgment, OR if this instrument was executed outside NY or CA and affects real property inside NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and is supplemental to the foregoing acknowledgment:

On 07/05/07, before me, the undersigned, a Notary Public in and for said State, personally appeared Dana Colée, 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 / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their 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



Substitute Trustee Execution
(LaQuinta Hotels Portfolio --- Blackstone --- 1207-3245)

In witness whereof:

The undersigned, pursuant to appointment supra, hereby joins in this instrument solely to reconvey and release the deed of trust identified on Exhibit A hereto, and has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

Neal J. Miranda, as Substitute Trustee

County of NY, State of NY:

On 7/____/07, before me, the undersigned, a Notary Public in and for said State, personally appeared Neal J. Miranda, as Substitute Trustee, 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 / they executed the same in his / her / their capacity(ies), and that by his / her / their 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

20070808000371800 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
08/08/2007 03:05:02PM FILED/CERT

Exhibit A
[Security Instrument(s)]

Mtg/DOT:

Denotes Mortgage/Deed of Trust/Deed to Secure Debt

ALR:

Denotes Assignment of Rents/Leases/Rents

UCC-1:

Denotes UCC Financing Statement

Amount:

\$2,075,000, 000 unless otherwise limited in the Mtg/DOT

Mortgagor/Trustor/Grantor/Assignor:

BRE/LQ Properties LLC and BRE/LQ Operating Lessee Inc.

Mortgagee/Beneficiary/Grantee/Assignee:

Mortgage Electronic Registration Systems, Inc.

Dated:

1/25/06

Recording Information

Site 1008 | Birmingham, Jefferson/Shelby County, AL

UCC-1 Financing Statement, r 3/15/06 in/as #20060315000120030

Mtg/DOT, r 3/15/06 in/as #20060315000119980

ALR, r 3/15/06 in/as #20060315000119990