

Jefferson
Shelby

20110718000208790 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
07/18/2011 12:41:36 PM FILED/CERT

SPACE ABOVE RESERVED FOR RECORDER

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

20101026001193980 1/7
Bk: LR201009 Pg:1494
Jefferson County, Alabama
I certify this instrument filed on:
10/26/2010 09:21:39 AM RM
Judge of Probate- Alan L. King

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.

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.



20110718000208790 3/7 \$30.00
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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 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.

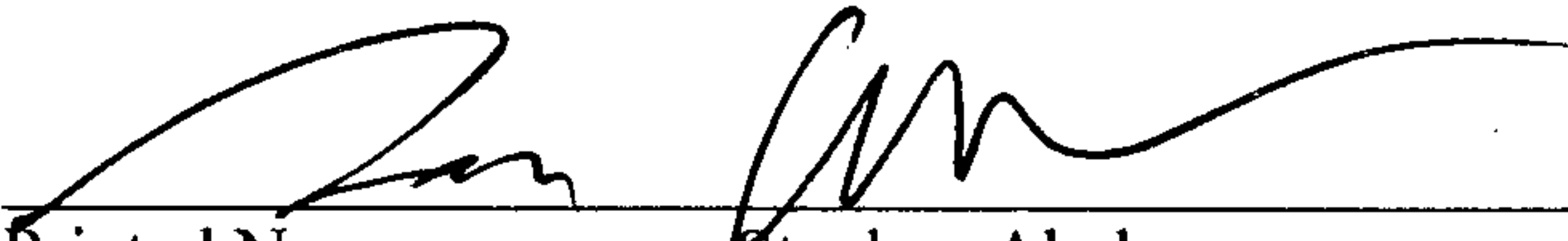
In witness whereof:

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: CWC Capital 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 13th St NW, Washington, DC 20005
Telephone: (202) 715-9500

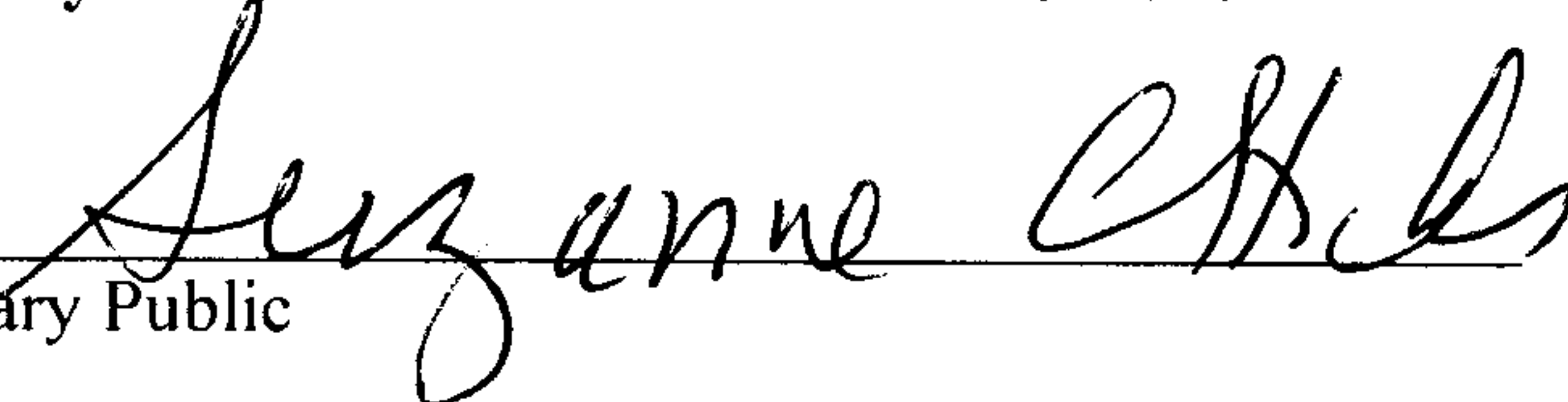
Witness # 1:


Name: Kelly Shubic Weiner

Witness #2:


Name: Mark McTamney

Notary Public as to Premises in GA & LA:


Notary Public

Suzanne C. Hicks
Notary Public, District of Columbia
My Commission Expires 1/1/2015

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

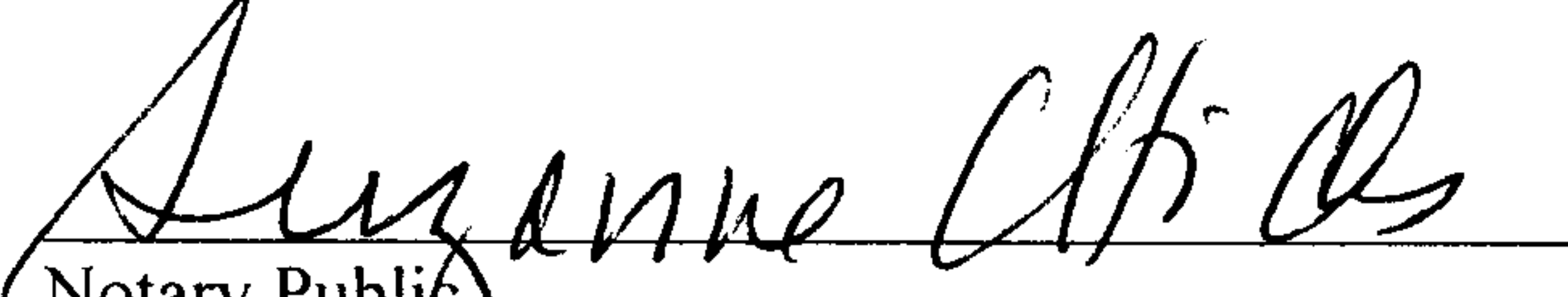
District of Columbia

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 CWC Capital Asset Management LLC, solely in 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

**Suzanne C. Hicks
Notary Public, District of Columbia
My Commission Expires 1/1/2015**

Exhibit A
The "Mortgage"

SITE(S) # 25

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

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

Mortgagor/Trustor/Grantor:

ESA OPERATING LESSEE INC., ESA P PORTFOLIO LLC, ESA P PORTFOLIO OPERATING LESSEE INC, ESA PROPERTIES LLC

Mortgagee/Beneficiary/Grantee:

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

Dated:

6/11/07

Recorded:

11/7/07

In/As:

Instr 20071107001718430, Bk LR200716, (re-filed *IN SHELBY COUNTY* as 2007112000053 on 11/20/07) *2500*

Amendment/Modification or Amendment/Restatement, if any:

Mortgagor/Trustor/Grantor:

Mortgagee/Beneficiary/Grantee:

Dated:

Recorded:

In/As:

Assignment(s) of Mortgage, if any:

Assignee	Dated	Recorded	In/As
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	9/18/08	Bk LR 200864, page 10960

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Exhibit A
The "Mortgage"

SITE(S) # 27

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

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

Mortgagor/Trustor/Grantor:

ESA P PORTFOLIO LLC, ESA PROPERTIES LLC, ESA P PORTFOLIO OPERATING LESSEE INC., 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:

11/7/07

In/As:

Bk LR 200716, page 18441

Amendment/Modification or Amendment/Restatement, if any:

Mortgagor/Trustor/Grantor:

Mortgagee/Beneficiary/Grantee:

Dated:

Recorded:

In/As:

Assignment(s) of Mortgage, if any:

Assignee	Dated	Recorded	In/As
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	9/18/08	Bk LR 200864, page 10960

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Jefferson County, Alabama
10/26/2010 09:21:39 AM RM
Fee - \$5.00

Total of Fees and Taxes-\$5.00
HATCHERK