Prepared by (but for OH, NC & SC) & when recorded, return to:

Chicago Title #12000537-ESH-NJM 711 Third Ave, #500, NY, NY 10017 AS TO OH, NC & SC:

Prepared by Mortgagor as per EXHIBIT A hereto & when recorded, return to:

Chicago Title #12000537-ESH-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); REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE AND RELEASE BY LICENSED FINANCIAL INSTITUTION (LA)

CERTIFICATE OF SATISFACTION (MD);

SATISFACTION OF SECURITY INSTRUMENT BY SECURED CREDITOR PURSUANT TO

N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7) (NC);

DISCHARGE OF MORTGAGE (NJ); RELEASE OF LIEN (PA);

RELEASE OF MORTGAGED PREMISES (SC);

AND/OR

CERTIFICATE OF SATISFACTION (VA)

#### **DATED**

AS OF EARLIEST NOTARIZATION BUT EFFECTIVE AS OF 11/30/12

## FOR USE IN STATES OF

AK, AL, AR, AZ, CA, CN which denotes "Canada" (Newfoundland & Ontario), CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, WA & WI

#### Whereas:

<u>U.S. Bank National Association, as Trustee for Extended Stay America Trust 2010-ESH, Commercial Mortgage Pass-Through Certificates, Series 2010-ESH, having an address at 209 South LaSalle St, Suite 300, Chicago, IL 60604 is hereinafter referred to as "Mortgagee".</u>

20121213000476380 1/5 \$24.00 20121213000476380 of Probate, AL Shelby Cnty Judge of Probate, AL 12/13/2012 09:44:07 AM FILED/CERT

### Whereas:

Mortgagee is the beneficiary or mortgagee of record (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") which each such Security Instrument is hereby incorporated by reference into this paragraph page as if set forth in its entirety.

Whereas --- As to any Security Instrument which is a deed of trust in all states except ID, NC, OR & UT & VA and where 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 --- As to any Security Instrument which is a deed of trust in (a) all states except CO, where beneficiary is not an institutional lender (i.e. federal or state chartered bank), or (b) ID, OR, & UT:

The undersigned in its capacity as beneficiary, appoints and substitutes Neal J. Miranda, c/o Chicago Title, 711 Third Ave, #500, NY, NY 10017 (or Chicago Title Insurance Company as to OR, and Founders Title Company as to UT) 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.

Whereas --- As to any Security Instrument which is a deed of trust in CO (the "CO-DOT"):

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".

## Now therefore --- As to any Security Instrument in DE (the "DE-Mtg"):

Recorder >>> You are hereby requested and authorized to enter satisfaction of, and cancel of record, each Security Instrument.

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

Whereas --- As to any Security Instrument which is a deed of trust in NC (the "NC-DOT"):

This instrument is a Satisfaction of Security Instrument pursuant to G.S. 45-36.10 & G.S.45-37(a)(7) and (a) the undersigned is now the secured creditor in the Security Instrument which is a deed of trust, and (b) this Satisfaction of Security Instrument terminates the effectiveness of the Security Instrument which is a deed of trust.

20121213000476380 2/5 \$24.00 20121213000476380 2/5 \$24.00 Shelby Cnty Judge of Probate, AL 5helby Cnty Judge of Probate, AL 12/13/2012 09:44:07 AM FILED/CERT

# Now therefore --- As to any Security instrument in 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 Security Instrument 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 Security Instrument is hereby released. The Recorder of Mortgages in and for the Parish where the Security Instrument is recorded is hereby requested, authorized and directed to cancel the recordation of the Security Instrument. 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. 9:5169.

# Now therefore --- As to any Security Instrument in LA --- As to federal or state licensed financial institution obligees only:

See annexed REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE AND RELEASE BY LICENSED FINANCIAL INSTITUTION

## Now therefore --- As to any Security Instrument in 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 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 effect of each Security Instrument.

## Now therefore --- As to any Security Instrument in SC:

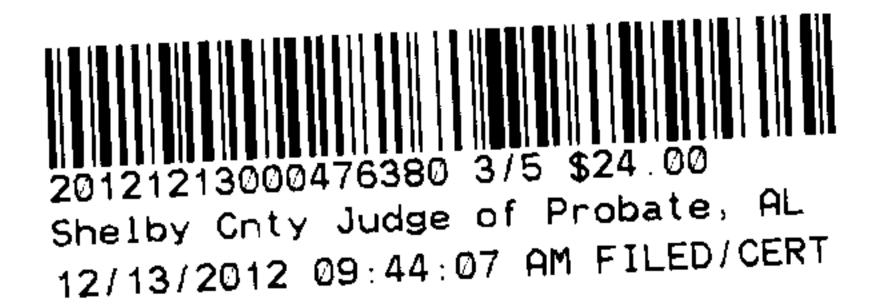
The undersigned does hereby release the Premises from the lien and effect of any such Security Instrument.

## Now therefore --- As to any Security Instrument in VA:

The undersigned, holder of the note(s)/indebtedness secured by the Security Instrument recorded in VA which is a deed of trust, does hereby certify that the same has/have been paid in full, and the lien therein created and retained is hereby released, and further authorizes the filing of UCC Financing Statement Amendments, 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:

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 (a) certify that the indebtedness secured by each Security Instrument has been fully paid, (b) remise, release, quitclaim, grant and reconvey without warranty unto the person or persons legally entitled thereto the Premises encumbered by each Security Instrument, (c) certify that each Security Instrument is canceled, satisfied in full, discharged, terminated and of no further force and effect, (d) release the Premises from the lien and effect of each Security Instrument, 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 any Security Instrument) or any other instruments evidencing collateral given in connection with the loan, and (e) request and authorize the recording clerk to enter satisfaction of, and cancel of record, each Security Instrument.



#### In witness whereof:

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

### **MORTGAGEE**

U.S. Bank National Association, as Trustee for Extended Stay America Trust 2010-ESH, Commercial Mortgage Pass-Through Certificates, Series 2010-ESH, having an address at 209 South LaSalle St, Suite 300, Chicago, IL 60604

By: Wells Fargo Bank, N.A., as successor by merger to Wachovia Bank, N.A., as master servicer, having an address at 550 South Tryon St, 12<sup>th</sup> Fl, MACD1086-120, Charlotte, NC 28202

By: Sym Brown

Lynn Brown, VP, duly authorized --- (704) 410-7018

Witness #1:

Name:

Witness #2:

ame: have keepe

20121213000476380 4/5 \$24.00 20121213000476380 of Probate, AL Shelby Cnty Judge of Probate, AL 12/13/2012 09:44:07 AM FILED/CERT

Notary Public as to Premises in GA & LA:

Notary Public

JANET GARNER

NOTARY PUBLIC

GASTON COUNTY, NC

My Commission Expires March 27, 2015

County of Mecklenburg, State of NC:

Multi-State Acknowledgment:

On 11/30/12, before me, the undersigned officer, personally appeared Lynn Brown personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the VP 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.

Uniform Acknowledgment which is supplemental to the foregoing acknowledgment:

On 11/30/12, before me, the undersigned, a Notary Public in and for said State, personally appeared Lynn Brown, 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

JANET GARNER
NOTARY PUBLIC
GASTON COUNTY, NC
My Commission Expires March 27, 2015

#### EXHIBIT A

**Security Instruments** 

Extended Stay-2012

STATE-SITE #(s)
Portion of AL-25

The following is/are recorded in the public records of County of Shelby, State of AL:

## MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT (THE "MORTGAGE"):

Mortgagor/Trustor/Grantor:

ESA P Portfolio L.L.C. --- As to all land except in Canada and MD;

ESA Canada Administrator L.L.C. and ESA Canada Properties Trust --- As to land in Canada only;

ESA P Portfolio MD Trust --- As to land in MD only;

ESH/TN Properties L.L.C. --- As to land in TN only; and

ESA P Portfolio Operating Lessee, Inc.

Mortgagee/Beneficiary/Grantee:

JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America, and German American Capital Corporation, a MD corporation

Trustee:

See annexed TRUSTEES FOR DEEDS OF TRUST (to extent applicable where security instrument is a deed of trust)

Dated:

10/8/10

Recorded:

10/26/10

In/As:

20101026000358340

As assigned by:

#### **ASSIGNMENT:**

Assignor:

JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America, and German American Capital Corporation, a MD corporation

Assignee:

U.S. Bank National Association, as Trustee for Extended Stay America Trust 2010-ESH, Commercial Mortgage Pass-Through Certificates, Series 2010-ESH

Dated:

11/23/10

Recorded:

2/23/11

In/As:

2011022300001470

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