


## RELEASE OF RECORDED LIEN

STATE OF ALABAMA

SHELBY COUNTY

  
20160315000083080 1/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
03/15/2016 12:56:02 PM FILED/CERT

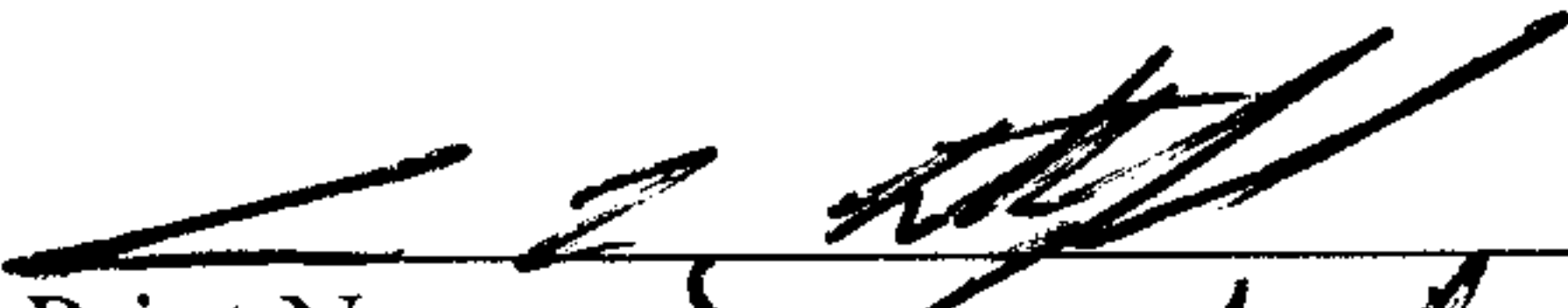
Know All Men By These Presents, that the undersigned U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., successor-by-merger to LaSalle Bank National Association, as Trustee for the Certificateholders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11, as Lender ("**Lender**"), acknowledges the discharge of that certain Mortgage and Security Agreement dated as of June 14, 2007 and made by Crystal Tree I Limited Partnership, a Texas limited partnership ("**Borrower**"), to JPMorgan Chase Bank, N.A., a national banking association chartered under the laws of the United States of America ("**Original Lender**"), as recorded in the Probate Office of Shelby County, Alabama (the "**Recording Office**") in Instrument 20070620000290540 (the "**Mortgage**"), as assigned pursuant to an assignment recorded in the Recording Office in Instrument 20070904000415300. A certain Assignment of Leases and Rents dated June 14, 2007, was also made by Borrower in favor of Original Lender, recorded in the Recording Office in Instrument 20070620000290550 (the "**ALR**"). Lender is current holder and owner of that certain Fixed Rate Note in the original principal amount of \$36,000,000.00 (the "**Note**"), made by Borrower and payable to the order of Original Lender. Lender does hereby release, exonerate and discharge the real property legally described on Exhibit "A" hereto (the "**Property**") from the lien of the Mortgage and ALR.

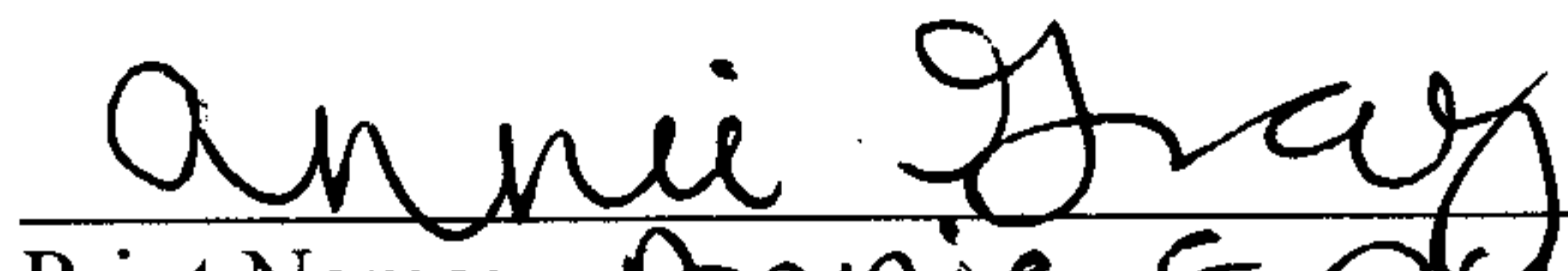
Notwithstanding the aforementioned release of Mortgage and ALR as provided herein, that certain Note, which is secured by the Mortgage and ALR, shall remain in full force and effect and is not cancelled and all indemnities and other obligations under the Mortgage and ALR which, by their terms, survive a release of the lien of the Mortgage and ALR shall remain in full force and effect and are not cancelled. The obligations of Borrower under the Note are being assumed by WCA JPMCC 2007-LD11 Holdings LLC, a Delaware limited liability company ("**Successor Borrower**"), pursuant to that certain Defeasance Assignment, Assumption and Release Agreement dated as of the date hereof by and among the Borrower, Successor Borrower, and Lender and the other parties signatory thereto. Furthermore, notwithstanding anything to the contrary contained herein, the lien created against the Property is released in its entirety and in all respects, Lender shall have no continuing rights, interests or privileges whatsoever with respect to the Property, or any portion thereof, and Lender shall have no rights of action, foreclosure, recourse or otherwise whatsoever with respect to or against the Property, or any portion(s) thereof, from and after the date hereof, including, without limitation, arising from any purported breach or default by Borrower or its successors or assigns of any obligations that purport to have survived the release made hereby.



In Witness Whereof, the undersigned has caused these presents to be executed this 10<sup>th</sup> day of March, 2016.

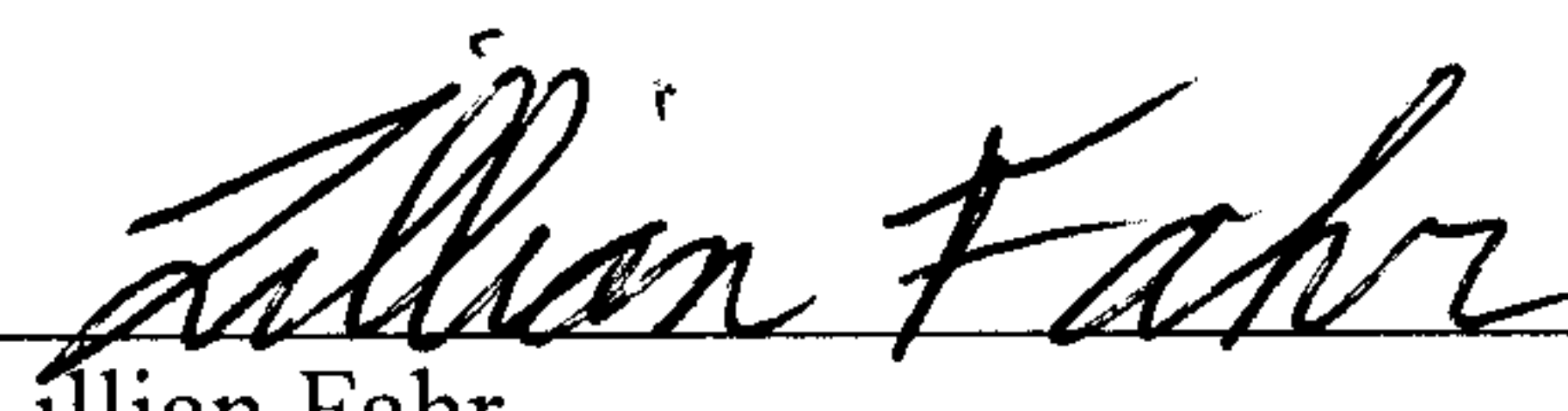
Witness or Attested by:

  
Print Name: Donovan L. Butchard

  
Print Name: Annie Gray

U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., successor-by-merger to LaSalle Bank National Association, as Trustee for the Certificateholders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11

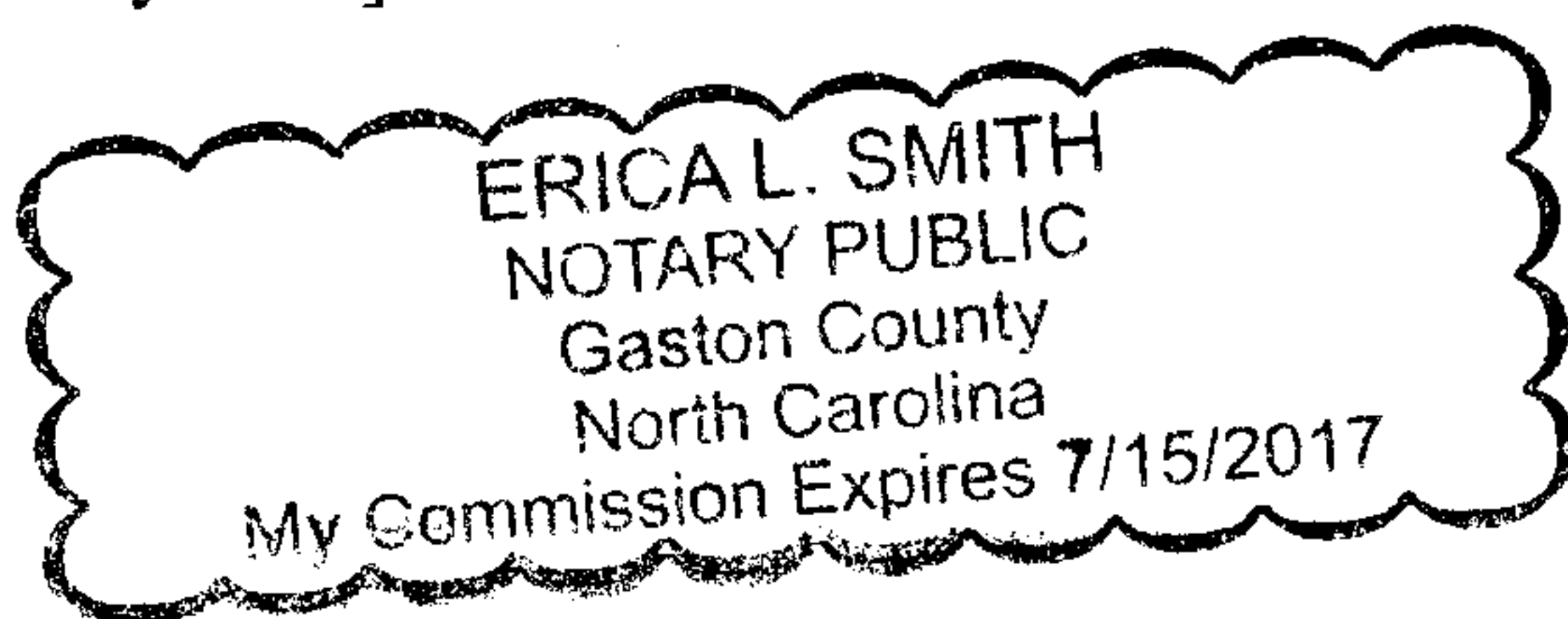
By: Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, as Master Servicer pursuant to the Pooling and Servicing Agreement


By:   
Name: Lillian Fahr  
Title: Director

This instrument was acknowledged before me by Lillian Fahr, Director of Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, as Master Servicer for U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., successor-by-merger to LaSalle Bank National Association, as Trustee for the Certificateholders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11, known to me to be, or proven on the basis of satisfactory evidence to be, the person described herein, who executed the foregoing instrument, and acknowledged to me that Lillian Fahr executed the same freely and voluntarily and for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this 7 day of March, 2016.

[Notary Seal]



  
Notary Public

Printed Name: Erica L. Smith

My Commission Expires: \_\_\_\_\_



## EXHIBIT A

### (Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

#### **PARCEL I**

##### **LOT 1**

Lot 1, Kenley survey, as recorded in Map Book 24, page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the S.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 25, Township 18 South, Range 2 West and the N.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Northwest corner of the S.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 25, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 684.25 feet to a point; thence 90° 00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction along the edge of the lake a distance of 1960 feet, more or less, to a point on a line lying 30 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90° 00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90° 00' to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1165.03 feet to the Northeast corner of said 1/4-1/4 section; thence 87° 54' 49" to the left in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1320.29 feet to the POINT OF BEGINNING.

##### **LOT 2**

Lot 2, Kenley Survey, as recorded in Map Book 24, page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the N.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 36, and the S.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the S.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 25, Township 18 South, Range 2 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 684.25 feet to the POINT OF BEGINNING; thence 90° 00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction a distance of 1960 feet, more or less, to a point on a line lying 30.00 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90° 00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90° 00' to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 150.00 feet to the Southeast corner of said 1/4-1/4 section; thence 0° 2' 48" to the right in a Southerly direction a distance of 313.00 feet to a point; thence 119° 46' 09" to the right in a Northwesterly direction a distance of 676.92 feet to a point; thence 76° 15' 36" to the left in a Southwesterly direction a distance of 166.93 feet to a point; thence 68° 38' 40" to the right in a Northwesterly direction a distance of 157.66 feet to a point; thence 80° 48" to the left in a Southwesterly direction a distance of 189 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of the lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the S.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 25, Township 18 South, Range 2 West; thence 90° 00' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance for 463.17 feet to the point of beginning.

#### **PARCEL II**

A 60 foot non-exclusive roadway easement for Ingress and egress to East Inverness Parkway as described in the Instruments recorded in Real Volume 13, page 426; Real Volume 28, page 673; Real Volume 30, page 85 and Deed Book 342, page 479, in the Probate Office of Shelby County Alabama being situated in Shelby County, Alabama.



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**PARCEL III**

An easement for the right to construct and maintain a limited access roadway and temporary construction access, as set out in the Access Roadway Easement dated December 7, 1995 from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 1995-36410 in the Probate Office of Shelby County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Begin at the Southeast corner of the N.W. ¼ of the S.E. ¼ of Section 25, Township 18 South, Range 2 West and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 80.00 feet to a point; thence right in a Northeasterly direction a distance of 93 feet, more or less, to a point on the East line of said 1/4-1/4 section; said point being 50.04 feet Northerly of the Southeast corner of said 1/4-1/4 section; thence right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

**PARCEL IV**

An easement for, and right to construct and maintain, a dam embankment as set out in the Dam Embankment Easement dated December 7, 1995, from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 9514/1348 in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Commence at the Southeast corner of the S.E. ¼ of the S.W. ¼ of Section 25, Township 18 South, Range 2 West, and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence continue in a Northerly direction along the last stated course a distance of 558.69 feet to a point; thence 170° 11' 13" to the left in a Southwesterly direction a distance of 215.83 feet to a point; thence 17° 21' 18" to the left in a Southeasterly direction a distance of 319.22 feet to the POINT OF BEGINNING, being situated in Jefferson County, Alabama.

**PARCEL V**

A perpetual, non-exclusive easement for operation of the drain valve and for maintenance of the Dam Embankment as set out in the Extended Dam Embankment Easement Agreement, dated August 27, 1998 from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument Number 9811/2851 in the Probate Office of Jefferson County, Alabama and subject to the indemnity set out therein, over and across the following described parcel:

Commence at the Southeast corner of the S.E. ¼ of the S.W. ¼ of Section 25, Township 18 South, Range 2 West and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence 7° 32' 31" to the left in a Northwesterly direction a distance of 319.22 feet to a point; thence 17° 21' 18" to the right in a Northeasterly direction a distance of 245.83 feet to a point on the East line of said 1/4-1/4 section; thence 9° 48' 47" to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 205.36 feet to a point; thence 170° 11' 13" to the left in a Southwesterly direction a distance of 453.52 feet to a point; thence 17° 21' 18" for a distance of 319.78 feet to a point; thence 82° 13' 41" to the left in an Easterly direction a distance of 35.32 feet to the POINT OF BEGINNING; being situated in Jefferson County, Alabama.

**PARCEL VI**

**Embankment Access & Sewer Limit Easement**

The Embankment Access Easement, a perpetual, non-exclusive, easement for vehicular and pedestrian ingress and egress, as set out in the Embankment Access and Sewer Line Easement Agreement by and between The Waterworks and Sewer Board of the City of Birmingham and Crystal Tree I Limited Partnership, dated August 27, 1998, recorded as Instrument Number 9811/2853 in the Probate Office of Jefferson County, Alabama and Instrument Number 1998-33769 in the Probate Office of Shelby County, Alabama, subject to the terms, indemnity, and provisions therein, said easement more particularly described as follows: . .



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