

Shelby Cnty Judge of Probate: AL 07/21/2017 03:13:43 PM FILED/CERT

Prepared by (but for KY & OH) & when recorded, return-

Chicago Title (SS-BX-Refin-2017)
711 Third Ave, #500, NY, NY 10017

<u>As to KY:</u>
See annexed KY Preparer's Addendum

<u>As to OH:</u>
Prepared by Mortgagor as per EXHIBIT A

Chicago Title (SS-BX-Refin-2017)
711 Third Ave, #500, NY, NY 10017

AFTER RECORDING PLEASE RETURN TO: INSUREPROPS, LLC 4833 S. COBB DRIVE, SUITE 100 SMYRNA, GA 30080

After Recording Return to:
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, MA 02108
Attn: Stacey Hanrahan

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 (SC);
AND/OR
CERTIFICATE OF SATISFACTION (VA)

FORM FOR USE IN
AK, AZ, AL, CA, CO, CT, FL, GA, IL, LA, MA, MD, MN, MO, NC, NJ, NM, NY, OR, PA, RI, SC, TN, TX, UT, VA & WA

Whereas:

The undersigned ("Lender") is the successor in interest to the original owner and holder of the indebtedness secured by those security instruments identified on EXHIBIT-A hereto ("Mortgagee"), as same may have been amended (hereinafter referred to individually as a "Security Instrument" and collectively as the "Security Instruments") encumbering the premises described therein (the "Premises") and which has not been further assigned.

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AL-RI BINNIAGHANI

Whereas --- As to any Security Instrument which is a deed of trust and where beneficiary is an institutional lender (i.e. federal or state chartered bank):

As to all states except CO, NC, OR & VA:

The undersigned in its capacity as beneficiary, does hereby appoint and substitute itself as trustee thereunder.

As to CO:

See state specific provision herein

As to NC:

See state specific provision herein

As to VA:

See state specific provision herein

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

As to all states except CO, NC & VA:

The undersigned in its capacity as beneficiary, appoints and substitutes Neal J. Miranda c/o Chicago Title (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, 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.

As to CO:

See state specific provision herein

As to NC:

See state specific provision herein

As to VA:

See state specific provision herein

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 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 --- 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.

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 any such 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. *** In addition, the undersigned does hereby release the Premises from the lien and effect of 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. *** Notwithstanding, the lien and effect of any other security instrument on other real property or other collateral, if any, which is not released by this instrument or separate release shall remain in full force and effect.

Now therefore --- As to any Security Instrument in VA (the "VA-DOT"):

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 --- [Does not apply in SC]:

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.

SEE ANNEXED SIGNATURE PAGE(S)

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In witness whereof:

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

LENDER:

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE IN TRUST FOR HOLDERS OF BLACKSTONE HOTEL TRUST 2014-CLRN, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-CLRN, with offices at c/o Wells Fargo Commercial Mortgage Servicing, 401 S. Tryon Street, 8th Floor, Charlotte, NC 28202, MAC D1086-120

By: Wells Fargo Bank, National Association, its servicer and attorney-in-fact

By:

Name: Lynn Brown
Title: Vice President

Witness #1:

Name: Amy Rive

Witness #2:

Notary Public as to Premises in GA & LA:

Notary Public: Jamie Isenhower

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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-Acknowledgment:

On 6/20/17, before me, the undersigned officer, personally appeared Lynn Brown personally known and acknowledged 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, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by herself in her authorized capacity as such officer as her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

<u>Uniform-Acknowledgment --- Supplemental to the foregoing acknowledgment:</u>

On 6/30/17, 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 whose name is subscribed to the within instrument and acknowledged to me that she / they executed the same in her authorized capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. *** Witness my hand and official seal.

Notary Public --- My commission expires 11/12/17

COUNTY OF ______, STATE OF _____:

Jamie Isenhower
NOTARY PUBLIC
Cabarrus County, NC
My Commission Expires November 12, 2017

CA-Acknowledgment --- For use by CA Notaries only acting in CA:

Notary Public --- My commission expires ___/__/__

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EXHIBIT-A

Security Instruments

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

Mortgage/Deed of Trust/Deed to Secure Debt (the "Mortgage"):

Mortgagor/Trustor/Grantor:

BRE Newton Hotels Property Owner LLC

Mortgagee/Beneficiary/Grantee:

JPMorgan Chase Bank, National Association and German American Capital Corporation

Trustee:

N/A

Dated:

8/12/2014

Recorded:

10/6/2014

In/As:

Instrument No. 20141006000312680

The foregoing was assigned by Assignment to:

Assignee:

Wilmington Trust, National Association, as Trustee in Trust for Holders of Blackstone Hotel Trust 2014-CLRN. Commercial Mortgage Pass-Through Certificates, Series 2014-CLRN

Dated:

10/6/2014

Recorded:

11/21/2014

In/As:

Instrument No. 20141121000366200

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ADDENDUM

RECORDING REQUESTED BY:
Nachael L. Bright
K&L Gates LLP
214 N. Tryon Street, 47th Floor
Charlotte, North Carolina 28202

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

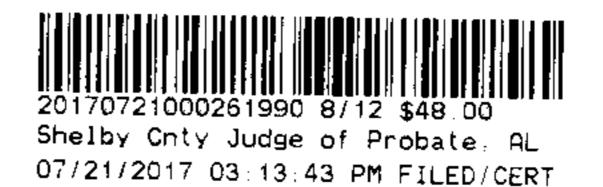
KNOW ALL MEN BY THESE PRESENTS, that Wilmington Trust, National Association, a national banking association, incorporated and existing under the laws of the United States, having its usual place of business at 1100 North Market Street, Wilmington, Delaware 19890 as Trustee (the "Trustee") pursuant to that Trust and Servicing Agreement dated as of October 6, 2014 (the "Agreement") by and among J.P. Morgan Chase Commercial Mortgage Securities Corp., as the Depositor, Wells Fargo Bank, National Association, as the servicer (in such capacity, the "Servicer"), Strategic Asset Services LLC, as special servicer (the "Special Servicer"), Wells Fargo Bank, National Association, as certificate administrator (in such capacity, the "Certificate Administrator"), and the Trustee, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans (the "Mortgage Loans") serviced by the Servicer and all properties ("Mortgaged Properties") administered by the Servicer pursuant to the Agreement, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate to effectuate the enumerated transactions described in items 1 through 12 below with respect to the Mortgage Loans and the Mortgaged Properties; provided, however, that the documents described below may only be executed and delivered by such Attorneys-in-Fact if such documents are required or permitted under the Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Agreement.

- 1. The endorsement on behalf of the Trustee of all checks, drafts and/or other negotiable instruments made payable to the Trustee and draw upon, replace, substitute, release or amend letters of credit standing as collateral securing any Mortgage Loan.
- 2. The modification or re-recording of a Mortgage or deed of trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or deed of trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or deed of trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
- 3. The subordination of the lien of a Mortgage or deed of trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

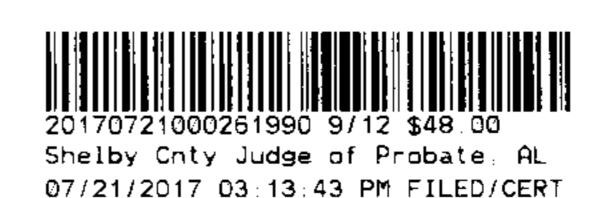


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- 4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
 - 5. The completion of loan assumption agreements.
- 6. The full satisfaction/release of a Mortgage or deed of trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 7. The assignment of any Mortgage or deed of trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 8. The full assignment of a Mortgage or deed of trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 9. The full enforcement of and preservation of the Trustee's interests in the Mortgage Notes, Mortgages or deeds of trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a deed of trust, in accordance with state law and the deed of trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure;
 - f. the filing, prosecution and defense of claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting Mortgage Notes, Mortgages or deeds of trust;
 - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;
 - h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Trustee in quiet title actions; and



- i. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, deed of trust or state law to expeditiously complete said transactions in paragraphs 9.a. through 9.h. above.
- 10. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
- 11. The modification or amendment of escrow agreements established for repairs to the Mortgaged Property or reserves for replacement of personal property.
 - 12. The execution and delivery of the following:
 - a. any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien created by the Mortgage, deed of trust or other security document in the related Mortgage File or the related Mortgaged Property and other related collateral;
 - b. any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, or of partial or full defeasance, and all other comparable instruments; and
 - c. any and all assumptions, modifications, waivers, substitutions, extensions, amendments, consents to transfers of interests in borrowers, consents to any subordinate financings to be secured by any related Mortgaged Property, consents to any mezzanine financing to be secured by the ownership interests in a borrower, consents to and monitoring of the application of any proceeds of insurance policies or condemnation awards to the restoration of the related Mortgaged Property or otherwise, documents relating to the management, operation, maintenance, repair, leasing and marketing of the related Mortgaged Properties (including agreements and requests by any borrower with respect to modifications of the standards of operation and management of such Mortgaged Properties or the replacement of asset managers), documents enarcising any or all of the rights, powers and privileges granted or provided to the holder of any Mortgage Loan under the related loan documents, lease subordination agreements, non-disturbance and attornment agreements or other leasing or rental arrangements, any easements, covenants, conditions, restrictions, equitable survitudes, or land use or zoning acquirements with respect to the Mortgaged Proporties, instruments relating to the custody of any



collateral that now secures or hereafter may secure any Mortgage Loan and any other consents.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the date set forth below.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Solely to the extent that the Servicer has the power to delegate its rights or obligations under the Agreement, the Servicer also has the power to delegate the authority given to it by Wilmington Trust, National Association, as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer.

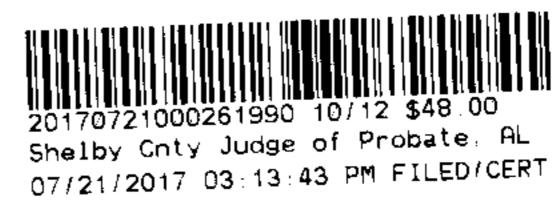
Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Trustee under the Agreement, (ii) limit in any manner the rights and protections afforded the Trustee under the Agreement, or (iii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Trust, National Association except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Wilmington Trust, National Association, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, deeds of trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the negligent use, or negligent or willful misuse, of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.



IN WITNESS WHEREOF, Wilmington Trust, National Association, as Trustee in Trust for Holders of Blackstone Hotel Trust 2014-CLRN, Commercial Mortgage Pass-Through Certificates, Series 2014-CLRN, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 30th day of June, 2017.



Wilmington Trust, National Association, as Trustee in Trust for Holders of Blackstone Hotel Trust 2014-CLRN, Commercial Mortgage Pass-Through Certificates, Series 2014-CLRN

Bv:

Name: Drew Davis
Title: Vice President

Prepared by:

Name: Drew Davis

Witness:

Danielle Kierych

Witness:

Kathleen Longwell

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STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On June 30, 2017, before me, Christina Bader Notary Public, personally appeared Drew Davis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Delaware that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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