

20120126000031270 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
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ASSIGNMENT

This Assignment is entered into by and between **REGIONS BANK**, an Alabama banking corporation ("Seller"), **BRAD COLLINS** ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Sale and Assignment Agreement dated as of November 10, 2011 (the "Sale and Assignment Agreement").

B. The Sale and Assignment Agreement provides for the sale and transfer by Seller to Buyer of certain Assigned Rights (such term and all other capitalized terms used herein and not otherwise defined herein have the definitions ascribed to them in the Sale and Assignment Agreement).

C. In exchange for the Purchase Price set forth in the Sale and Assignment Agreement and such other good and valuable consideration as provided in the Sale and Assignment Agreement, Seller hereby sells to Buyer the Assigned Rights identified below on and subject to the terms, conditions and provisions hereof.

AGREEMENT:

NOW, THEREFORE:

(1) Seller hereby transfers, assigns and conveys all of Seller's right, title and interest, if any, in and to the Assets set forth on Schedule A attached hereto and made a part hereof for all purposes and the Assigned Rights associated therewith;

(2) This sale is made on an "AS IS," "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED;

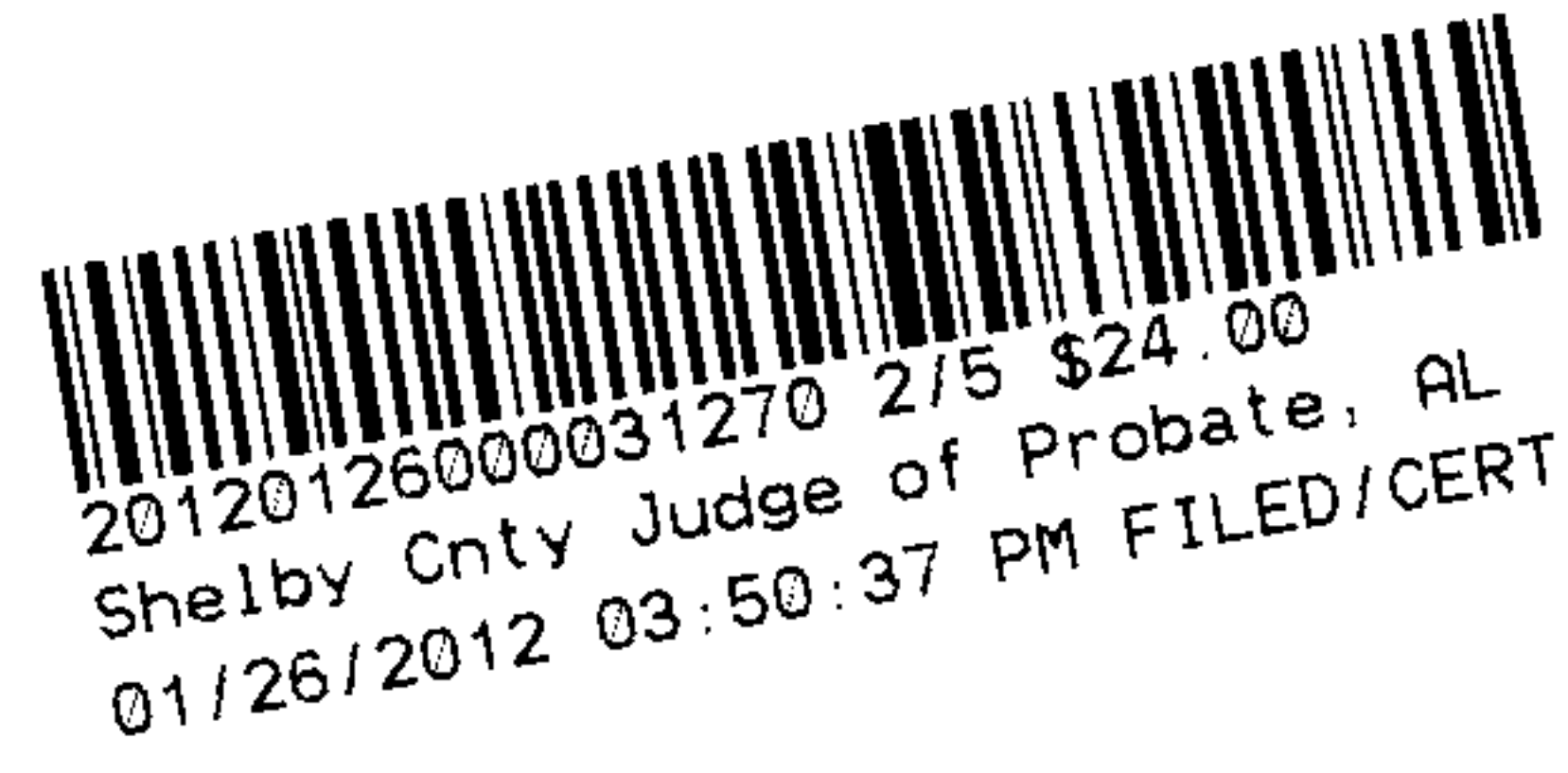
(3) Without in any way limiting the generality of the foregoing, with respect to the Assigned Rights, together with any and all related collateral, if any, Seller hereby disclaims and disavows:

- (i) any express or implied warranty of "Merchantability"; and
- (ii) any express or implied warranty of "Fitness For A Particular Purpose."

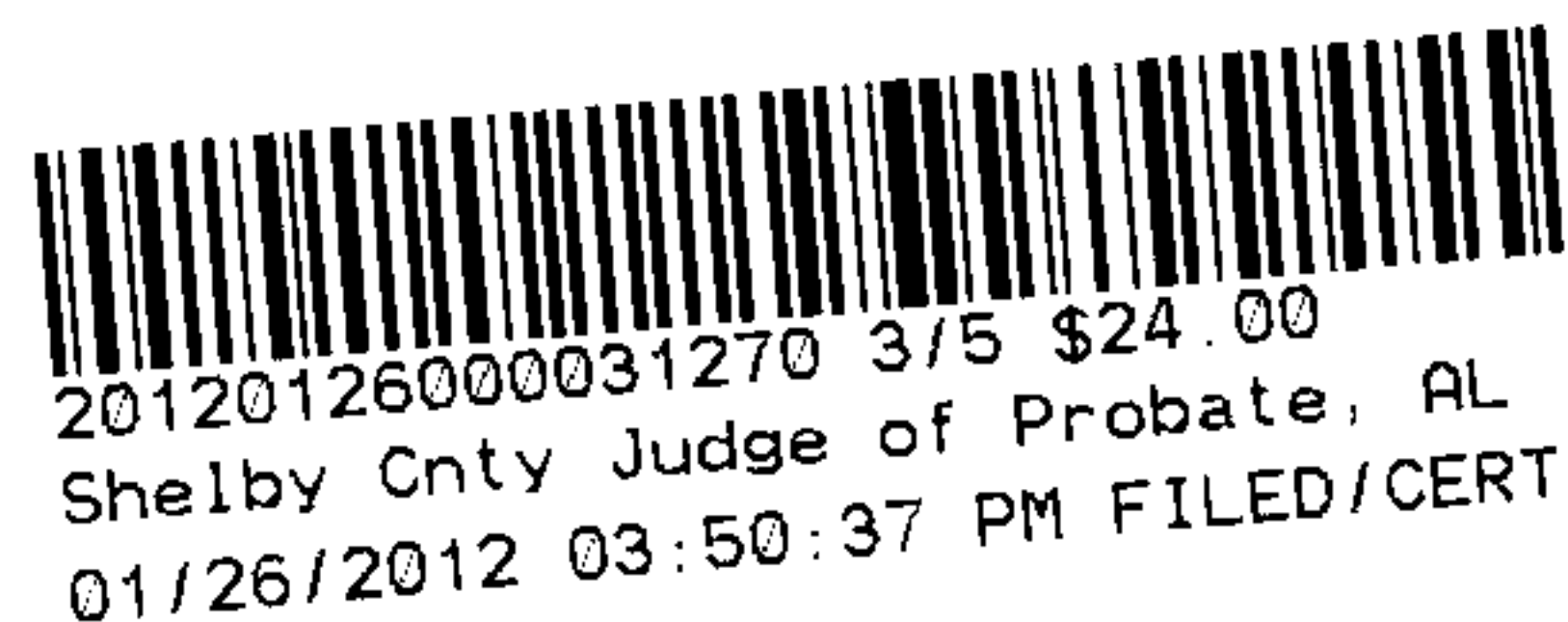
(4) Buyer expressly assumes all of Seller's duties, obligations and responsibilities with respect to the Assets and the Assigned Rights associated therewith.

(5) Buyer may assign, sell or otherwise transfer the Assets without the prior written consent of Seller, but Seller's obligations under the Sale and Assignment Agreement are not transferable, and Seller shall have no obligation to any assignee.


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DATED this 29th day of November, 2011.



REGIONS BANK, an Alabama banking
corporation

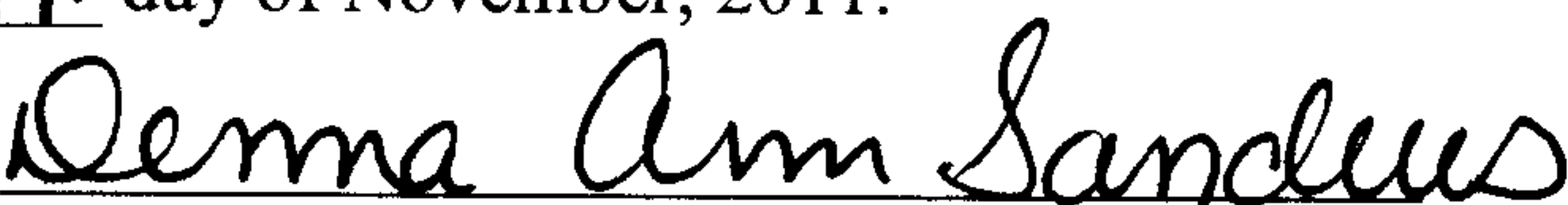
By 
Name: Wade Parker
Its: Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Denna Ann Sanders, a Notary Public in and for said county in said State, certify that Wade Parker personally came before me this day and acknowledged that he is Senior Vice President of **REGIONS BANK**, an Alabama banking corporation, and that he, as Senior Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Given under my hand and official seal this 29th day of November, 2011.


Notary Public

AFFIX SEAL

My commission expires: 10-8-2013

Prepared by:
Kay K. Bains, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, AL 35203

DATED this 29 day of November, 2011.

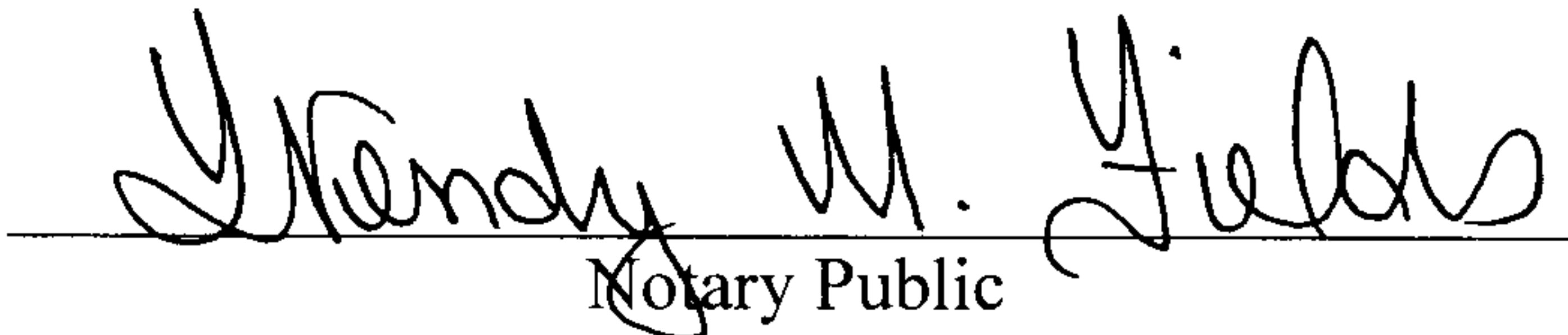


BRAD COLLINS

STATE OF Alabama)
Jefferson COUNTY)


I certify that Brad Collins personally appeared before me this day, acknowledging to me that she signed the foregoing document.

Given under my hand and official seal this 29th day of November, 2011.


Notary Public


[NOTARIAL SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT-LARGE**
MY COMMISSION EXPIRES: Aug 1, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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Schedule A

1. Note for Business and Commercial Loans dated March 6, 2011, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$69,800.00, amending that certain Note for Business and Commercial Loans dated October 6, 2010, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$69,800.00, amending that certain Note for Business and Commercial Loans dated March 6, 2010, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$69,800.00, amending that certain Note for Business and Commercial Loans dated September 6, 2009, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$69,800.00, amending that certain Note for Business and Commercial Loans dated June 6, 2007, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$174,500.00
2. Note for Business and Commercial Loans dated March 6, 2011, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$34,900.00, amending that certain Note for Business and Commercial Loans dated October 6, 2010, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$34,900.00, amending that certain Note for Business and Commercial Loans dated March 6, 2010, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$104,700.00, amending that certain Note for Business and Commercial Loans dated September 6, 2009, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$139,600.00, amending that certain Note for Business and Commercial Loans dated June 6, 2007, executed by New Centennial Realty Co., LLC, in favor of Regions Bank, in the principal amount of \$174,500.00
3. Promissory Note dated September 21, 2011, executed by New Centennial Realty Co., LLC, in the principal amount of \$104,700.00


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