

STATE OF ALABAMA)

SHELBY COUNTY)

ASSIGNMENT OF MORTGAGE AND FINANCING DOCUMENTS

This Assignment of Mortgage and Financing Documents is made as of the 19th day of November, 2015, by **REGIONS EQUIPMENT FINANCE CORPORATION**, an Alabama corporation (the "Assignor"), 1900 Fifth Avenue North, 24th Floor, Birmingham, Alabama 35203, in favor of **USAMERIBANK**, a Florida corporation (the "Assignee"), 1100 Corporate Parkway, Birmingham, Alabama 35242.


The Assignor has heretofore made certain credit facilities available to Hilltop Montessori School, Inc., an Alabama nonprofit corporation (the "Borrower"), and been secured therefor under the following instruments (the "Security Instruments"):

1. Mortgage Assignment of Leases and Security Agreement dated May 25, 2011 from Borrower to Assignor in the original amount of \$2,560,000 as recorded in Instrument #20110606000165060; and
2. UCC-1 Financing Statement dated June 6, 2011 from the Borrower, as debtor, to the Assignor, as secured party, as recorded in Instrument #20110606000165070.

For and in consideration of the simultaneous transfer to the Assignee of the indebtedness secured by the Security Instruments and other good and valuable consideration, to Assignor in hand paid, receipt thereof is hereby acknowledged, Assignor hereby unconditionally and irrevocably grants, assigns, sets over and transfers to Assignee, without recourse or representation, all of Assignor's right title and interest in and to the Security Instruments and all other documents and instruments evidencing the indebtedness secured thereby, including the right to collect all such indebtedness secured thereby (collectively the "Financing Documents").

This Assignment is made on an AS-IS WHERE IS, WITH ALL FAULTS basis and Assignor makes no representations or warranties as to the Security Instruments or other Financing Documents except as follows: it is the owner and holder of the Financing Documents; it has not assigned, transferred or otherwise alienated the Financing Documents; Assignor has the power and authority to transfer the Financing Documents to the Assignee; and the person executing this Assignment on behalf of the Assignor has the authority to bind the Assignor to the terms hereof.

[Signature page follows.]


20151120000401790 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
11/20/2015 02:03:47 PM FILED/CERT

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed on its behalf by its duly authorized officer as of the day and year specified above.

**REGIONS EQUIPMENT FINANCE
CORPORATION**

By: [Signature]

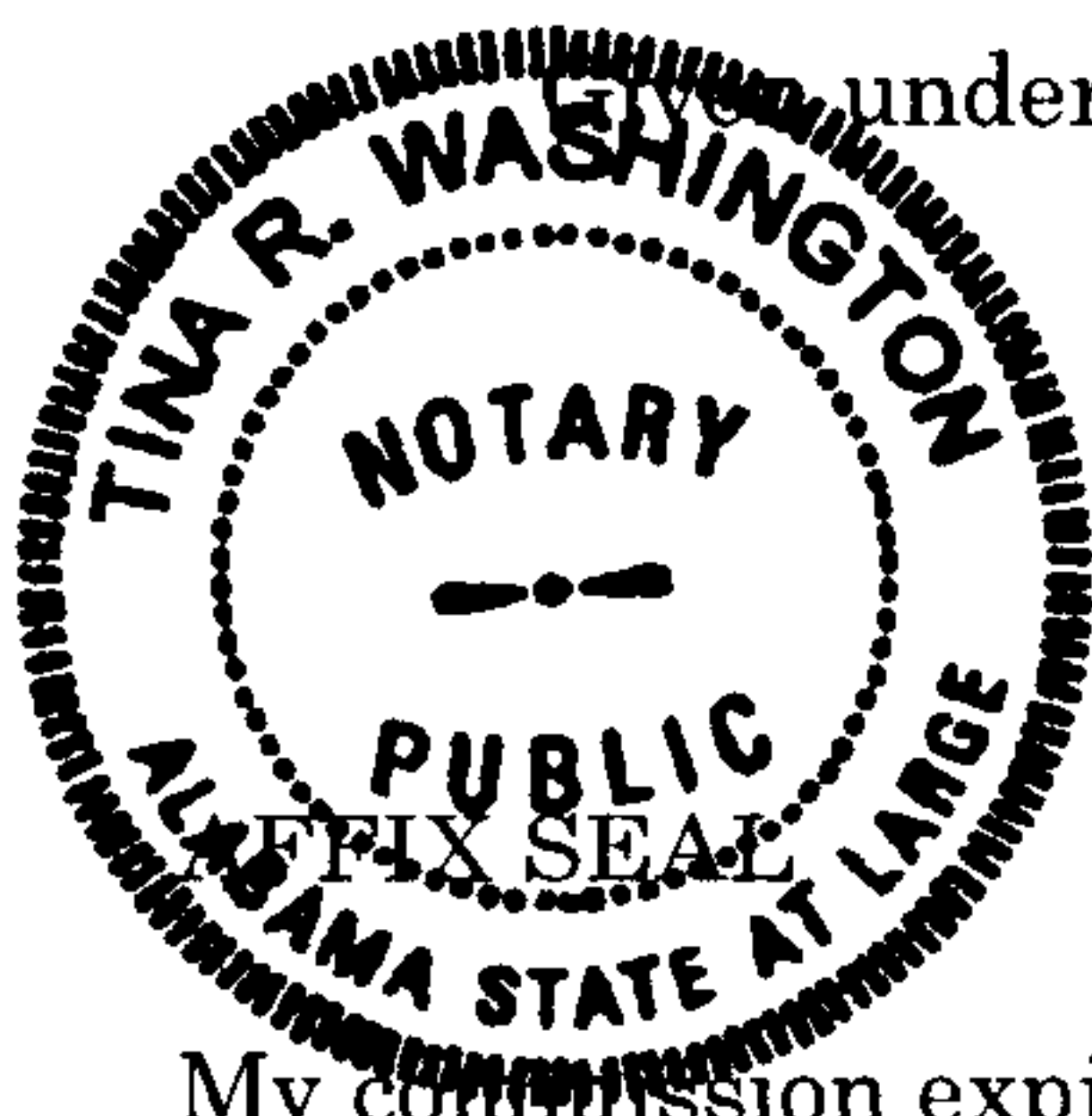
Name: ASON PRUITT

Its: VP

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ASON PRUITT, whose name as VICE PRESIDENT of Regions Equipment Finance Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



under my hand and official seal, this the 19th day of November, 2015.

[Signature]
Notary Public

My commission expires: _____

This instrument prepared by:

Heyward C. Hosch
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
Suite 2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

