20151204000415380 1/3 \$20.00 Shelby Cnty Judge of Probate, AL 12/04/2015 02:12:03 PM FILED/CERT

This instrument prepared by:

Clayton T. Sweeney, Esq. Attorney At Law 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223

STATE OF ALABAMA )
JEFFERSON COUNTY )

## COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT **EDDLEMAN CAPITAL II, LLLP**, an Alabama limited liability limited partnership ("Assignor"), for and in valuable consideration of ten dollars (\$10.00) and other good and valuable consideration received form and on behalf **BRYANT BANK**, an Alabama State banking corporation ("Assignee"), does hereby assign, convey, sell and transfer to Assignee all the right, title and interest of Assignor in and to the following documents (collectively, the "Loan Documents"):

- A. Promissory Note dated November 13, 2015, by Double Oak Community Church, LLC ("Mortgagor") in the amount of \$480,000.00.
- B. Mortgage, Assignment of Rents and Security Agreement executed by Mortgagor and dated November 13, 2015, recorded as Instrument No. 20/5/20/000/4/5370, in the Office the Judge of Probate of Shelby County, Alabama;
- C. First American Title Insurance Company title commitment No. RNT1500834 issued by Reli Settlement Solutions, LLC and the Loan title policy to be issued thereunder, and endorsements thereto, if any; and
- D. All other documents, instruments and agreements executed in favor of or held by Assignor and related to the loan evidenced or secured by the foregoing.

Assignor does warrant hereby represent and warrant to Assignee as follows:

- 1. That as of the date set forth below, Assignor is the owner and holder of the Loan Documents, and Assignor has not assigned, conveyed, sold or otherwise transferred any of its interest in the Loan Documents, or the loan represented thereby, to any other person whether by way of assignment, participation, or otherwise.
- 2. That Assignor has full power and authority to enter into and execute this Assignment.

**Provided, however,** this Assignment is made to secure and enforce payment of a certain Note in the principal sum of \$675,000.00 dated October 29, 2014, executed by Assignor, payable to the order of Assignee, being interest as provided in said Note, and

any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof, (the "Secured Debt"), and if Assignor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Assignor under the terms of the mortgage and the other loan documents securing the Note; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein or in the Note or mortgage imposed on or agreed to by Assignor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Loan Documents shall revert to Assignor, and the entire estate, right, title and interest of Assignee will thereupon cease, and Assignee in such case shall, upon the request of Assignor and at Assignor's cost and expense, deliver to Assignor proper instruments acknowledging the release and satisfaction of this Assignment; otherwise, this Assignment shall remain in full force and effect.

20151204000415380 2/3 \$20.00

Shelby Cnty Judge of Probate, AL 12/04/2015 02:12:03 PM FILED/CERT

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this the 13th day of November, 2015.

## ASSIGNOR:

EDDLEMAN CAPITAL II, LLLP

Name: Douglas D. Eddleman

Title: General Partner

STATE OF ALABAMA )

JEFFERSON COUNTY )

[NOTARIAL SEAL]

I, the undersigned, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Douglas D. Eddleman, whose name as General Partner of Eddleman Capital II, LLLP, an Alabama Limited Liability Limited Partnership, 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, as such General Partner and with full authority, executed the same voluntarily for and as the act of said limited liability limited partnership.

Given under my hand and official seal this 13th day of November, 2015.

My Comma. Expires

June 2, 2019

Notary Public

My commission expires:

20151204000415380 3/3 \$20 00

Shelby Cnty Judge of Probate, AL 12/04/2015 02:12:03 PM FILED/CERT