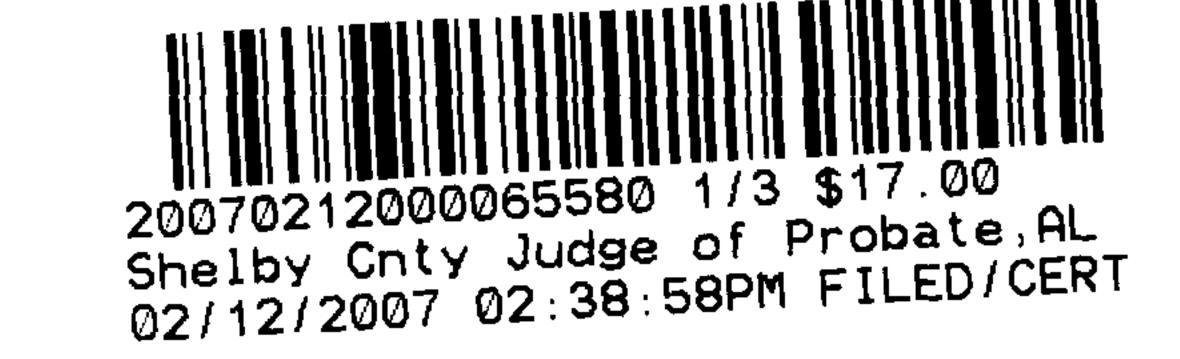
Prepared by and return to:

Lawsikia J. Hodges, Esq. Foley & Lardner LLP One Independent Drive, Suite 1300 Jacksonville, Florida 32202 058514.0954



## ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

(Asset 27-006)

THIS ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made as of the 2 day of December, 2006, by WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to SouthTrust Bank, 225 Water Street, 8<sup>th</sup> Floor, Jacksonville, FL 32202 ("Seller") to PRINSBANK, P.O. Box 38, Prinsburg, Minnesota 56821 ("Purchaser").

## BACKGROUND FACTS

- A. Seller is the holder of that certain Promissory Note dated October 4, 2002 by Central Alabama Properties LLC ("*Borrower*"), in favor of SouthTrust Bank in the original principal amount of \$68,368.10 ("*Note*").
- B. Seller is the owner of that certain Mortgage dated October 4, 2002 executed by Borrower in favor of SouthTrust Bank, recorded under Instrument No. 20021022000518640, in the Office of the Judge of Probate, Shelby County, Alabama ("Mortgage").
- C. Any and all other certificates, documents and other agreements evidencing, guaranteeing or securing the Note or Mortgage including, but not limited to, the documents described on **Exhibit "A"** attached hereto and incorporated herein by reference shall hereinafter be collectively referred to as the "Loan Documents."
- D. Seller has agreed to assign to Purchaser, without recourse and without representation or warranty, all of its right, title and interest in, to and under the said Note, Mortgage and Loan Documents.
- NOW, THEREFORE, for and in consideration of the sum of One and no/100 Dollar (\$1.00), and other good and valuable consideration paid by Purchaser at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Facts</u>. The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference.
- 2. <u>Assignment</u>. Seller does hereby grant, bargain, sell, assign, transfer and set over unto Purchaser, without recourse and without representation or warranty, all of Seller's right, title, interest, claim and demand in and to the Note, Mortgage and Loan Documents, and all rights, remedies and incidents thereunto belonging.

WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to

SouthTrust Bank

y: Margaret B. Flight

Vice President

20070212000065580 2/3 \$17.00 20070212000065580 2/3 \$17.00 Shelby Cnty Judge of Probate, AL 5helby Cnty Judge of FILED/CERT 02/12/2007 02:38:58PM FILED/CERT

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this // day of December, 2006, by Margaret B. Flight, the Vice President of Wachovia Bank, National Association, successor by merger to SouthTrust Bank, on behalf of the bank. Such person did not take an oath and: (notary must check applicable box)

is/are personally known to me.
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produced a current Florida driver's license as identification.

produced as identification.

{Notary Seal must be affixed}

JUDY K. BULLARD

MY COMMISSION # DD 547981

EXPIRES: July 28, 2010

Bonded Thru Notary Public Underwriters

Signature of Motary

JUDY K. BULLARD

Name of Notary

## EXHIBIT "A"

1. None.

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