

20070430000198190 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
04/30/2007 12:50:54PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTIES OF JEFFERSON
AND SHELBY)

20070424000636690 1/4
Bk: LR200706 Pg:27116
Jefferson County, Alabama
I certify this instrument filed on:
04/24/2007 03:32:33 PM AS
Judge of Probate- Alan L. King

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (this "Assignment") made as of the 17th day of April, 2007, by **THE HOUSING ENTERPRISE OF CENTRAL ALABAMA LLC**, a Delaware limited liability company (hereinafter referred to as "Assignor"), to **COMPASS BANK**, an Alabama banking corporation, as agent (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have been previously entered into that certain Term Loan Agreement (the "Loan Agreement"), dated December 16, 2005, as amended, pursuant to which Assignee, for itself and other Lenders, has agreed to make available a loan in the amount of up to \$10,000,000.00 (the "HECA Loan") to the Assignor, which HECA Loan shall be secured by loans by Assignor to third parties, which third party loans are themselves secured by mortgages;

WHEREAS, Assignor has agreed under the Loan Agreement to execute Assignments of Mortgages with respect to any mortgages made in favor of Assignor which comprise as part of the collateral under the Loan Agreement;

WHEREAS, Assignor has simultaneously herewith pledged to Assignee that certain promissory note, dated as of October 31, 2006, made by **RIVER POINTE DEVELOPMENT, LLC**, to the order of Assignor in the principal amount of \$5,950,000.00 (the "Note");

WHEREAS, the Note is secured by a Mortgage, Assignment of Rents and Leases, and Security Agreement (collectively, together with any modifications and amendments of same, the "Mortgage") with respect to property located in the State of Alabama, Counties of Jefferson and Shelby, which Mortgage is more particularly described on Exhibit A which is attached hereto, incorporated herein, and made a part hereof; and

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee the Mortgage and all of Assignor's right, title and interest in and to the real property and other property or collateral described in the Mortgage;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and by these presents does hereby assign, transfer, sell and convey unto Assignee the Mortgage, together with all of the trust, title and interest of Assignor in and to the real property conveyed thereby, and all of the rights, powers, privileges and options of Assignor thereunder.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, without warranty or recourse except as provided in the Loan Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals by and through their respective duly authorized officers effective as of the day and year first above written.

ASSIGNOR:

THE HOUSING ENTERPRISE OF
CENTRAL ALABAMA LLC

By: [Signature]
Name: Michael R. Housh
Title: CEO

ASSIGNEE:

COMPASS BANK

By: [Signature]
Name: John C. Sinter
Title: Vice President

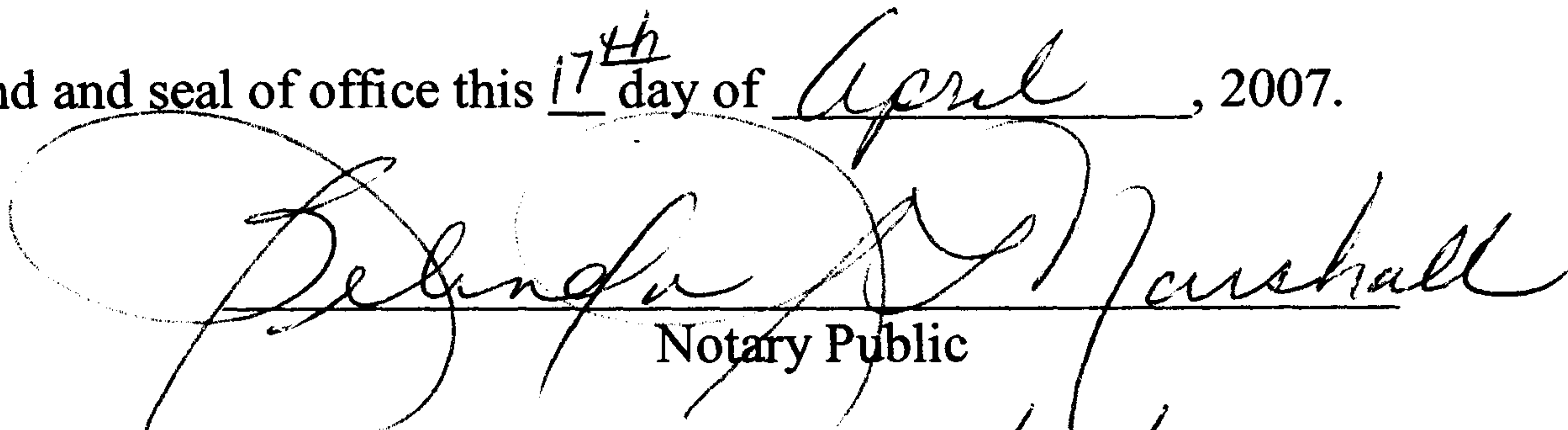


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STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michele Jenkins-Utomi, whose name as CEO of THE HOUSING ENTERPRISE OF CENTRAL ALABAMA LLC, a Delaware limited liability company 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 the instrument, she as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 17th day of April, 2007.


Notary Public

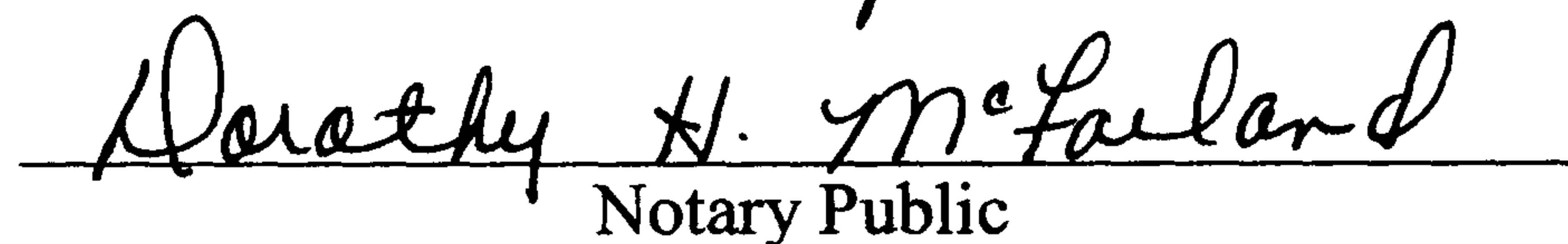
[NOTARIAL SEAL]

My commission expires: 1/3/2010

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Sivley, whose name as V.P. of COMPASS BANK, an Alabama banking 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 the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 19th day of April, 2007.


Notary Public

[NOTARIAL SEAL]

My commission expires: 5-23-09


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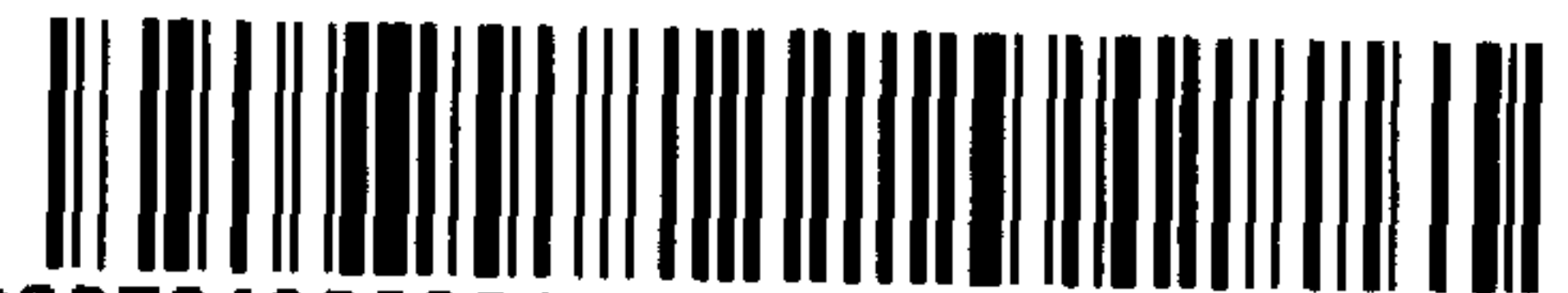
EXHIBIT A

Mortgage, Assignment of Rents and Leases, and Security Agreement – Jefferson and Shelby Counties, Alabama

<u>Mortgagor Name</u>	<u>Date of Mortgage</u>	<u>Instrument #</u>
River Pointe Development, LLC	October 31, 2006	Jefferson County – LR 2006/ 7692 Shelby County - 20061103000542400

20070424000636690 4/4
Bk: LR200706 Pg:27116
Jefferson County, Alabama
04/24/2007 03:32:33 PM AS
Fee - \$12.00

Total of Fees and Taxes-\$12.00
TINSLEY



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