


THIS INSTRUMENT PREPARED BY:
Jesse S. Vogtle Jr., Esq.
BALCH & BINGHAM LLP
Post Office Box 306
Birmingham, Alabama 35201


20080403000136450 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
04/03/2008 02:39:28PM FILED/CERT

STATE OF ALABAMA)
)
SHELBY COUNTY)

ASSIGNMENT OF NOTE, MORTGAGE, AND RELATED DOCUMENTS

FOR AND IN CONSIDERATION of the sum of **SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00)** and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, paid by **FIVE STAR INVESTMENTS, LLC.** (hereinafter referred to as "Assignee"), to **COMPASS BANK** (hereinafter referred to as "Assignor"), Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, SET OVER, TRANSFER** and **ASSIGN** unto Assignee and its successors and assigns, all of the following:

1. The indebtedness of Brantley Homes, Inc. (hereinafter referred to as "Borrower") owing to Assignor represented by that certain Promissory Note executed January 6, 2005, in the original face amount of \$131,250.00, which has a balance due through March 5, 2008, in the aggregate amount of \$111,427.25, comprised of principal of \$103,354.15, accrued interest of \$8,037.67, and late charges of \$35.43 (all such indebtedness is referenced to herein as the "Assigned Indebtedness"); and
2. The Assignor's interest in the real estate securing the Assigned Indebtedness;
3. LESS & EXCEPT that certain Guaranty Agreement dated January 6, 2005, from Bill Brantley (hereinafter referred to as "Guarantor") to Assignor.

AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, TRANSFER, SET OVER** and **ASSIGN** unto Assignee and its successors and assigns, the following documents and instruments, as the same have been amended, and the indebtedness evidenced by, and the security interests, liens, and assignments granted and the rights to receive payment under, all of such documents and instruments:

1. That certain Promissory Note from Borrower to Assignor dated January 6, 2005, in the original face amount of \$131,250.00, as modified by those certain Change in Terms Agreements dated January 10, 2006 and December 10, 2006;
2. That certain Construction Mortgage dated January 6, 2005, from Borrower to Assignor filed with the Office of the Judge of Probate of Shelby County, Alabama, on January 8, 2005 as Instrument Number 20050217000078480; and,



20080403000136450 2/2 \$14.00
 Shelby Cnty Judge of Probate, AL
 04/03/2008 02:39:28PM FILED/CERT

3. That certain Construction Loan Agreement dated January 6, 2005, from Borrower to Assignor.

AND ASSIGNOR does further **REMISE, RELEASE, and QUITCLAIM** unto the Assignee and its successors and assigns all of Assignor's right, title, and interest in and to all property and other collateral directly or indirectly securing any of the assigned indebtedness.

ASSIGNOR does further agree to dismiss without prejudice that certain lawsuit filed against Guarantor in the Circuit Court of Shelby County Alabama, Case No. CV-2008-900149.

The assignment herein is made **WITHOUT RECOURSE AGAINST OR REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR**. Assignor shall have no obligation or liability of any kind arising out of or related to this Assignment or any transaction related thereto, and Assignee and its successors and assigns hereby release and discharge Assignor from all claims, obligations and liabilities related thereto.

IN WITNESS WHEREOF, Assignor has executed these presents on this 1 day of April, 2008.

ASSIGNOR

ATTEST:

COMPASS BANK,

By: [Signature]
 Its Assistant Vice President

By: [Signature]
 Its Executive Vice Pres

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

I, the undersigned notary public in and for said county in said state, hereby certify that W. Neil Fox, on behalf of Compass Bank, 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 EVP and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1 day of April, 2008.

[Signature]
 Notary Public

[NOTARY SEAL]

My commission expires: MY COMMISSION EXPIRES MAY 4, 2010