

AFTER RECORDING RETURN TO:		NOTE TO CLERK:	
Johnny Dutton Covenant Bank 7924 Parkway Drive Leeds, AL 35094		Cross reference with instrument recorded in Official Records on: 7/24/06 at 2:41PM <b>BOOK LR200612 PAGE 11162</b> <b>20060726000360380 on 7/26/06</b> <b>20090305000079210 on 3/5/09</b>	
STATE OF:	ALABAMA	COUNTY OF:	SHELBY

**TRANSFER AND ASSIGNMENT OF MORTGAGE AND ALL RELATED  
LOAN DOCUMENTS**

This transfer and assignment is made as of July 29, 2009 by Nexity Bank, (the "Assignor")  
to: **Covenant Bank** a Banking Corporation chartered under the laws of the State of  
Alabama (the "Assignee"), whose address is: **7924 Parkway Drive, Leeds, AL. 35094**

**WITNESSETH**

WHEREAS, Assignor is the owner of the assets hereinafter described; and

WHEREAS, Assignor has executed and delivered this Transfer and Assignment in order to ratify and confirm the foregoing recital and to evidence and vest in Assignee of record all legal and equitable rights of Assignor in and to the assets hereinafter described; and

WHEREAS. Assignor is the sole and absolute owner and holder of all beneficial right, title and interest in and to:

**The Promissory Note dated July 21, 2006; Note modified July 21, 2008; Future Advance Mortgage Assignment of Rents and Leases and Security Agreement by and between Robert C. Sorrell and Robbin P. Sorrell ("Borrower") and Nexity Bank ("Lender") dated July 21, 2006; recorded in official records instrument in Jefferson and Shelby Counties State of Alabama; Modification Agreement Mortgage dated July 21, 2008 by and between Robert G. Sorrell and Robbin Sorrell ("Borrower") and Nexity Bank ("Lender") recorded in Shelby County, State of Alabama;**

WHEREAS, Assignee has this date purchased from the Assignor all of the indebtedness which is secured by the Security Instruments and has, therefore, become the owner of the Security Instruments and all other instruments securing, evidencing or otherwise relating to the indebtedness evidenced and secured thereby; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the purchase this date by Assignee of the indebtedness secured by the Security Instruments, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged by Assignor, Assignor does hereby grant, bargain, sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in, to and under the Security Instruments and all other instruments securing, evidencing or otherwise relating to the indebtedness evidenced and secured thereby, all of the property described therein, and all rights, privileges and powers of the Assignor in or under the same.

This transfer and Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has caused this Transfer and Assignment to be signed, sealed and delivered by its duly authorized representatives on this day and year first above written.

**ASSIGNOR:**

**Nexity Bank**

By: 

Kenneth T. Vassey,  
Executive Vice President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ASSIGNEE:**

**Covenant Bank**

By: 

Johnny Dutton,  
Executive Vice President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ACKNOWLEDGEMENT

Nexity Bank

State of Georgia, County of Cherokee

I, Linda Johnson, a notary public for Georgia, do hereby certify that Kenneth T. Vassey Executive Vice President of Nexity Bank personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10<sup>th</sup> day of August, 2009.

Linda Johnson  
Signature of Notary Public



My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT

Covenant Bank

State of Alabama, County of Jefferson

I, undersigned authority, a notary public for Alabama, do hereby certify that Johnny Dutton, Executive Vice President of Covenant Bank personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 12<sup>th</sup> day of August, 2009.

[Signature]  
Signature of Notary Public

My commission expires: 3 14 12