

THIS INSTRUMENT PREPARED  
BY AND WHEN RECORDED  
RETURN TO:

Chicago Title Insurance Company  
171 N. Clark Street, 3rd Floor  
Chicago, Illinois 60601-3294  
Attn: Michael Stroker

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No. 752

Date: as of April 29, 2011

**ASSIGNMENT OF LOAN DOCUMENTS**

<b>Recording Office:</b>	<b>Probate Office</b>
<b>County:</b>	<b>Shelby</b>
<b>State:</b>	<b>Alabama</b>
<b>Assignor:</b>	<b>LIBERTY LIFE INSURANCE COMPANY</b> , a South Carolina corporation 2000 Wade Hampton Blvd. Greenville, South Carolina 29615
<b>Assignee:</b>	<b>PROTECTIVE LIFE INSURANCE COMPANY</b> , a Tennessee corporation 2801 Highway 280 South Birmingham, Alabama 35223 ATTN: Investment Department 3-3ML
<b>Borrower/Mortgagor:</b>	<b>VINSON REALTY CO., INC.</b> , a North Carolina corporation

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, assign and transfer unto Assignee, its successors and assigns, all of the right, title, and interest of Assignor, in and to the Loan Documents as described in **Schedule 1** attached hereto and made a part hereof and which encumber the real property more particularly described on **Exhibit A** attached hereto and made a part hereof.

Assignor represents and warrants to Assignee that: (1) Assignor is the lawful owner of the Loan Documents, and has the full and complete right, authority and power to assign the Loan Documents to Assignee and (2) no other assignment of the Note or Loan Documents has been made by Assignor. Assignor makes no representation as to the absence of claims of offset, deduction, defenses or affirmative claims which may diminish the principal balance of the Note set forth above. This Assignment is made without recourse and without warranty except as specifically set forth in the above paragraph.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date above first written.

**"ASSIGNOR"**

**LIBERTY LIFE INSURANCE COMPANY**, a South  
Carolina corporation

By: Robert T. Coleman, III  
Its: Vice President

Assignee's Address:  
2801 Highway 280 South  
Birmingham, Alabama 35223  
ATTN: Investment Department 3-3ML

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert T. Coleman, III, whose name as Vice President of LIBERTY LIFE INSURANCE 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 4th day of March, 2011.

Phyllis C. Watts  
Notary Public - Phyllis C. Watts  
My Commission Expires: 5-23-2017

### Schedule 1

The following loan documents, recorded where indicated in the Recording Office aforesaid, and all other agreements and documents, howsoever denominated, executed by or on behalf of the Borrower which further secure the Promissory Note described below and all other agreements and documents related thereto (including, without limitation, all Uniform Commercial Code Financing Statements, guaranties, indemnities, environmental indemnities, loan agreements, security agreements, title insurance policies, hazard insurance policies and similar documents), together with all renewals, amendments and modifications of any of the foregoing (collectively, the "Loan Documents"), are hereby assigned to Assignee:

<u><i>Loan Document</i></u>	<u><i>Date of Document</i></u>	<u><i>Recorded at: Book or Doc. No.</i></u>	<u><i>Page</i></u>
\$1,400,000.00 Promissory Note originally executed by Borrower	July 15, 1999	N/A	N/A
\$295,909.82 Future Advance Promissory Note	September 1, 2006	N/A	N/A
Mortgage, Assignment of Rents and Security Agreement	July 15, 1999	Instrument #1999-29716	N/A
Conditional Assignment of Lease	July 15, 1999	Instrument #1999-29717	N/A
<i>All as affected by:</i>			
Future Advance/Loan Modification Agreement	September 1, 2006	Instrument #20060915000459230	

**Loan No. 752**



**Exhibit A - Property Description**

Being all of that property located in the City of Pelham, County of Shelby, State of Alabama, as shown on survey thereof by Frank B. Garrett, Jr., Land Surveyor, dated June 1, 1999, entitled "Property to be acquired by Vinson Realty Co., Inc., As-Built Survey," more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence along North line of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama South 88 deg. 33 min. 49 sec. East a distance of 485.52 feet to a steel pin, also being the point of beginning; thence continue along said 1/4 line South 88 deg. 33 min. 49 sec. East a distance of 397.04 feet to a steel pin on the West right of way of U.S. Highway 31 South; thence along said West right of way South 27 deg. 19 min. 11 sec. West a distance of 222.30 feet to a steel pin on the North right of way of Cross Creek Trail; thence along said North right of way, North 88 deg. 33 min. 50 sec. West a distance of 300.00 feet to a steel pin; thence leaving said right of way North 01 deg. 26 min. 11 sec. East a distance of 200.00 feet to the point of beginning. All lying and being situated in the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

Being all of that property conveyed to BHM ES TU MALADE?#2, L.L.C. by Statutory Warranty Deed recorded in the Office of the Judge of Probate in Shelby County, Alabama, as Instrument No. 1998-23288, and being all of that property conveyed to Vinson Realty Co., Inc. by Warranty Deed dated the 14<sup>th</sup> day of July, 1999, filed for record in said Office as Instrument No. 1999-29714