


Prepared by:
Great Western Bank
100 Phillips Ave
4th Floor
Sioux Falls, SD. 57104


20120130000033600 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/30/2012 11:07:51 AM FILED/CERT

**RECEIVER'S ASSIGNMENT OF NOTE OR RETAIL INSTALLMENT CONTRACT
AND MORTGAGE/DEED OF TRUST/SECURITY INSTRUMENT**

STATE OF Alabama

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS:

Effective June 4, 2010, this Assignment is entered into between the FEDERAL DEPOSIT INSURANCE CORPORATION (the "FDIC"), as Receiver for TierOne Bank, Lincoln, Nebraska (the "Bank"), whose mailing address is 1601 Bryan Street, 32nd Floor, Dallas, Texas 75201, as ("Assignor"), and Great Western Bank, a bank chartered under the laws of the State of South Dakota, as ("Assignee"), whose address is 100 North Phillips Avenue, 4th Floor, Sioux Falls, South Dakota 57104, and its successors and/or assigns.

WHEREAS, the Bank was closed by the Office of Thrift Supervision on June 4, 2010, and the FDIC was appointed as receiver (the "Receiver"); and

WHEREAS, the Receiver is the successor in interest to the right, title and interest of the Bank to the Notes or Retail Installment Contracts and Mortgages/Deeds of Trust/Security Instruments and other documents described in Exhibit A attached hereto together with any and all other related documents, if any, (collectively called the "Loan Documents"); and

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, and interest in and to the Loan Documents and the indebtedness evidenced thereby, and Assignee desires to assume all of the Assignor's obligations thereunder; and

NOW, THEREFORE, for good and valuable consideration, paid by Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor assigns to Assignee all of the Assignor's right, title, and interest in, to, and under, and Assignee hereby assumes all of the Assignor's obligations under, the Loan Documents, in each case pursuant and subject to that certain Purchase and Assumption Agreement between the Receiver and Assignee dated as of June 4, 2010 (the "Purchase and Assumption Agreement").

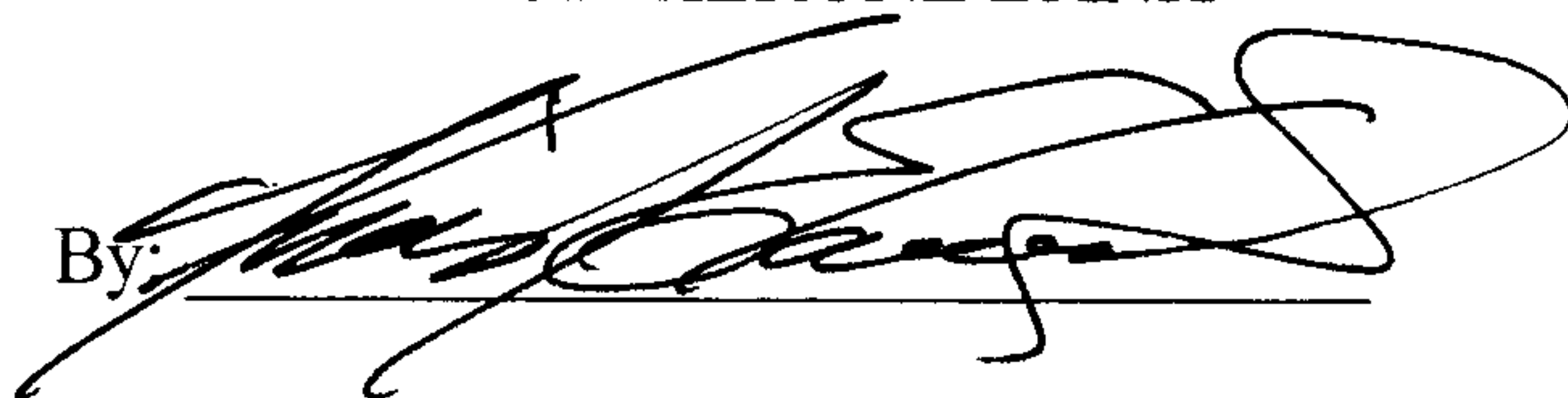
THE CONVEYANCE OF ASSETS UNDER THIS ASSIGNMENT IS MADE "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PURCHASE AND ASSUMPTION AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTABILITY, DOCUMENTATION, OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

The validity, construction, enforcement, interpretation, and performance of this assignment shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal laws, the laws of the State of Nebraska.

Executed and Delivered this 30 day of November, 2011.

RECEIVER (ASSIGNOR):
FEDERAL DEPOSIT INSURANCE CORPORATION, AS
RECEIVER FOR TIERONE BANK

By:



Name: Kevin Edwards

Witness:



Title: Attorney in Fact

STATE OF South Dakota §
 §
COUNTY OF Minnehaha §

Before me, the undersigned Notary Public, duly commissioned and qualified within said County and State, personally appeared Kevin Edwards, with whom I am personally acquainted, and upon oath state that he/she is the Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver for TIERONE BANK, Lincoln, Nebraska, as Assignor, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said Receiver, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal this 30 day of November, 2011.

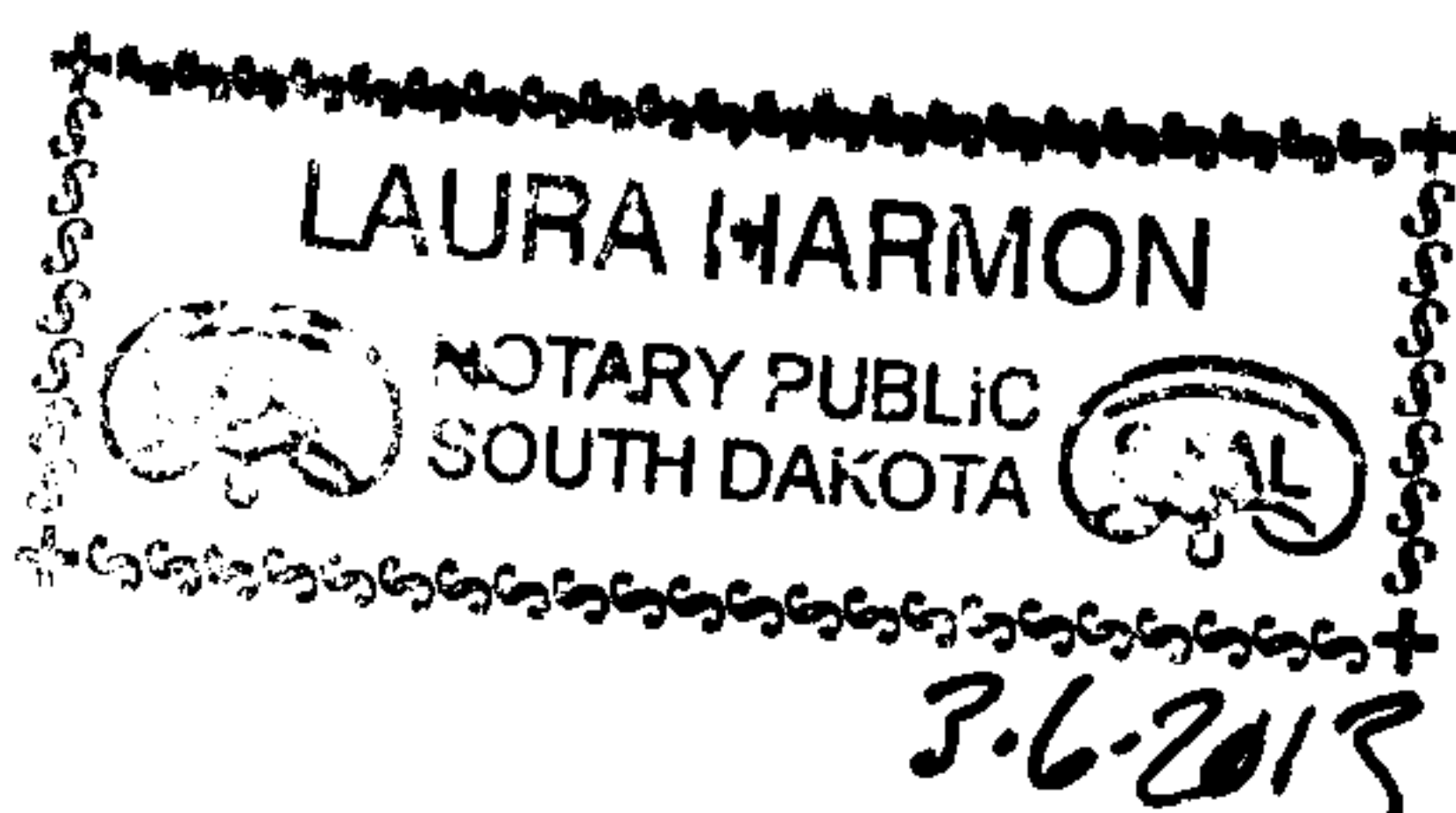

Notary Public, State of South Dakota

EXHIBIT "A"

Loan No.: 60847

Borrower(s): Angela M Gillum Stephen B Gillum

Promissory Note or Retail Installment Contract (the "Note") Dated: 06/22/2006

Original Principal Amount of the Note: 179753.700000000001

Mortgage/Deed of Trust: Of even date with the Note, recorded in Book , Page , Instrument No.
Doc#20060713000337820of the official records of Shelby County, Alabama.