


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

  
20120130000033610 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/30/2012 11:07:52 AM FILED/CERT

**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 September 26, 2011, this Assignment is entered into between the GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota, as ("Assignor") whose address is 100 North Phillips Avenue, 4<sup>th</sup> Floor, Sioux Falls, South Dakota 57104 and FIDELITY BANK, a federally chartered savings bank, as ("Assignee"), whose address is 100 East English, Wichita, Kansas 67202, and its successors and/or assigns.

WHEREAS, Assignor and TRIAD FINANCIAL SERVICES, INC., a service corporation for lending institutions organized and existing under the laws of the State of Florida ("TFS") have entered into that certain Loan Purchase Agreement dated September 26, 2011 ("Great Western Purchase Agreement") pursuant to which Assignor has agreed to sell and convey and Assignee has agreed to purchase certain Promissory Notes or Retail Installment Contracts and related Mortgages/Deeds of Trust/Security Instruments and other related documents; and

WHEREAS, Assignee has entered into a Loan Purchase Agreement with TFS dated September 26, 2011 ("Fidelity Purchase Agreement") wherein Assignee has agreed to acquire certain of the loans to be purchased by TFS from Assignor; in accordance with the Great Western Purchase Agreement, Assignor has agreed to assign directly to Assignee those certain loans to be sold by TFS to Assignee; and

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, and interest in and to the Promissory Notes or Retail Installment Contracts and the 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 Assignee desires to assume 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 the Assignor's right, title, and interest in, to, and under, and Assignee hereby assumes the

Assignor's obligations under, the Loan Documents, in each case pursuant and subject to the Great Western Purchase Agreement.

THE CONVEYANCE OF ASSETS UNDER THIS ASSIGNMENT IS MADE IN "AS IS" CONDITION AND SOLELY IN RELIANCE ON ASSIGNEE'S OWN INSPECTION AND THAT OTHER THAN AS SET FORTH IN THE GREAT WESTERN PURCHASE AGREEMENT, NEITHER ASSIGNOR NOR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, WITH RESPECT TO ANY ASPECT OF THE LOANS, THE LOAN DOCUMENTS, THE CREDIT DOCUMENTS, THE GRANTORS, THE COLLATERAL, THE VALUE OF THE COLLATERAL OR THE ENFORCEABILITY OF THE LOANS. THIS ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE TERMS OF THE GREAT WESTERN PURCHASE AGREEMENT, WHICH TERMS ARE INCORPORATED BY THIS REFERENCE.

Executed and Delivered this 30 day of November, 2011.

ASSIGNOR:

GREAT WESTERN BANK

By: 

Witness: 

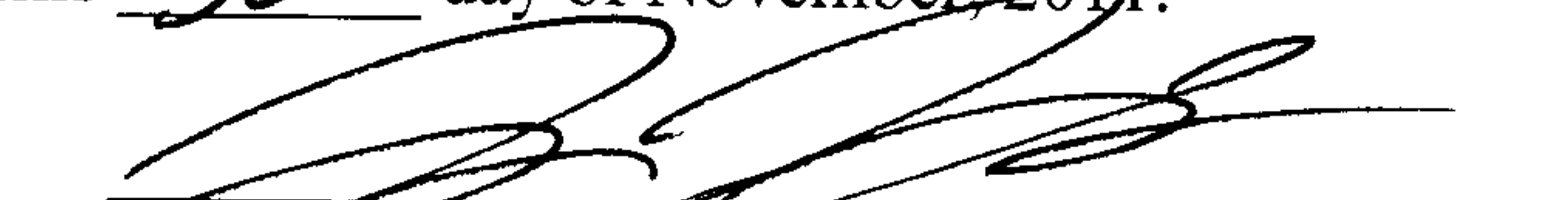
Name: Kevin J. Edwards

Title: Legal Manager/Authorized Officer

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 J. Edwards with whom I am personally acquainted, and upon oath state that he/she is the Legal Manager of GREAT WESTERN BANK, a bank chartered under the laws of the State of South Dakota, as Assignor, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said Assignor, 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

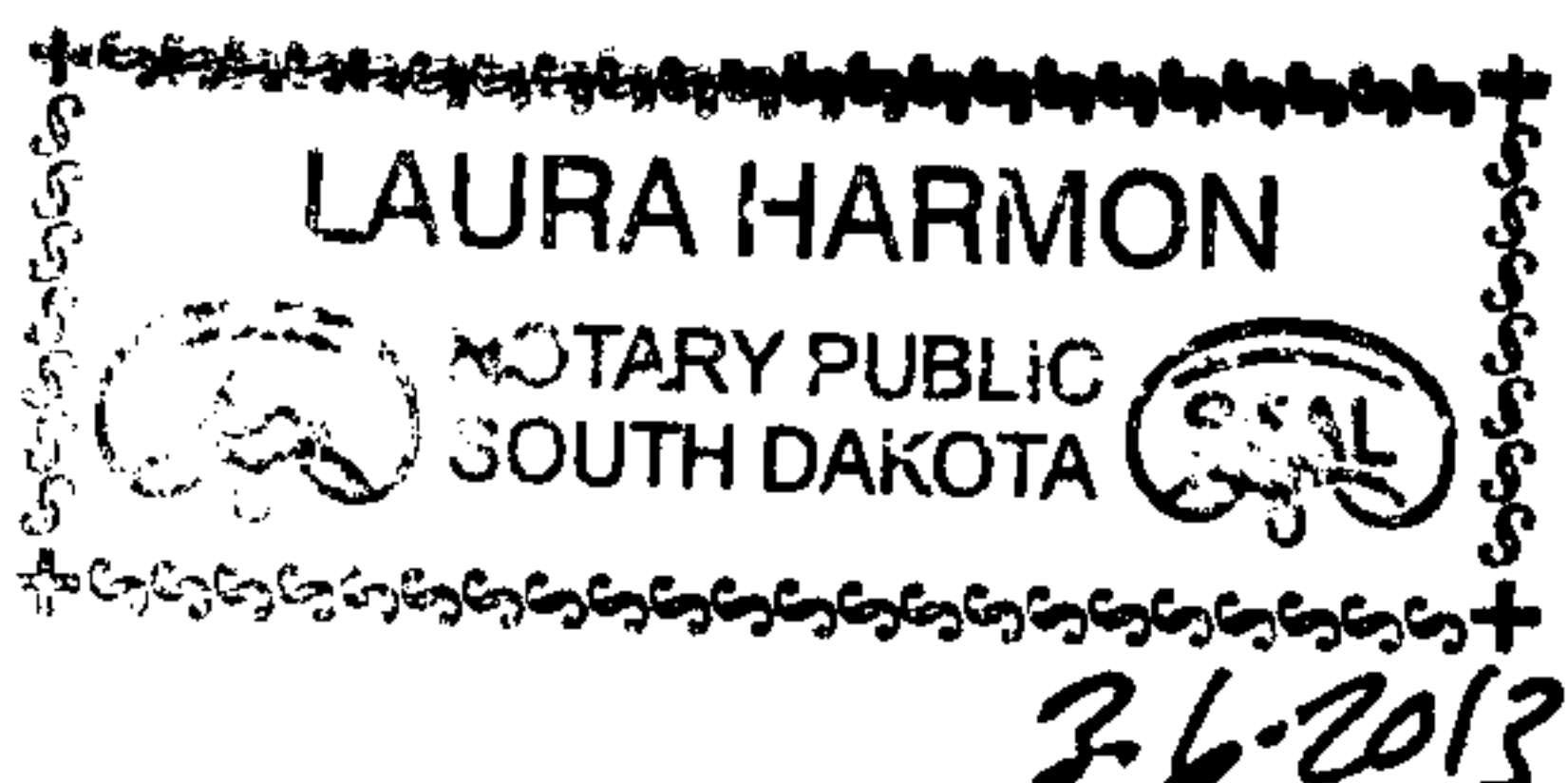





EXHIBIT "A"

  
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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.