

Prepared by, and return to:
Debra Taylor Lewis

Return To:
Anderson McCoy & Orta, PC
100 N. Broadway, Suite 2600
Oklahoma City, OK 73102
AMO No. 5016.312

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of the day of March, 2012, by COMPASS BANK, an Alabama banking corporation (the "Assignor") to RREF CB SBL ACQUISITIONS, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. A Promissory Note was executed by Lowery Homes, Inc., an Alabama corporation ("Borrower"), in favor of Assignor, dated as of August 17, 2007, evidencing a loan (the "Loan") in the original principal amount of \$287,400.00 (as amended, modified, extended or renewed, the "Note").

B. The Note is secured by that certain Mortgage dated August 17, 2007, by Borrower, as mortgagor, in favor of Assignor, as mortgagee, recorded at Document Number 20070831000412480 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (the "Mortgage").

C. In addition to the Note and the Mortgage, the documents described on Schedule A hereto were executed or furnished in connection with the Loan (collectively, the "Loan Documents").

D. Assignor and Assignee have entered into a Loan Sale Agreement dated March ___, 2012, (the "Loan Sale Agreement") in which Assignor has agreed to sell and the Assignee has agreed to purchase the Loan Rights (as defined in the Loan Sale Agreement).

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, without recourse, and except as set forth in Section 6 of the Loan Sale Agreement, without warranty or representation whatsoever, all of Assignor's right, title, interest, claim and demand in and to the Note, the Mortgage and the Loan Documents, together with all moneys, principal and interest, now due and to become due thereon, and all rights, remedies and incidents thereunto belonging.

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2. Conflict. Nothing in this Assignment shall be construed to be a modification or waiver of or limitation on any provision of the Loan Sale Agreement, including representations, warranties and agreements set forth therein. In the event of any inconsistency or conflict between this Assignment and the Loan Sale Agreement, terms and conditions of the Loan Sale Agreement shall control for all purposes.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.

4. Governing Law. The laws of the State of Alabama shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws.

5. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

[Signatures appear on the following page]



20120824000319040 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
08/24/2012 02:27:04 PM FILED/CERT

ASSIGNOR:

COMPASS BANK,
an Alabama banking corporation

By: *Drew D. Coleman*
Name: Drew D. Coleman
Title: Senior Vice President
Date Executed: 3/26/2012

WITNESS:

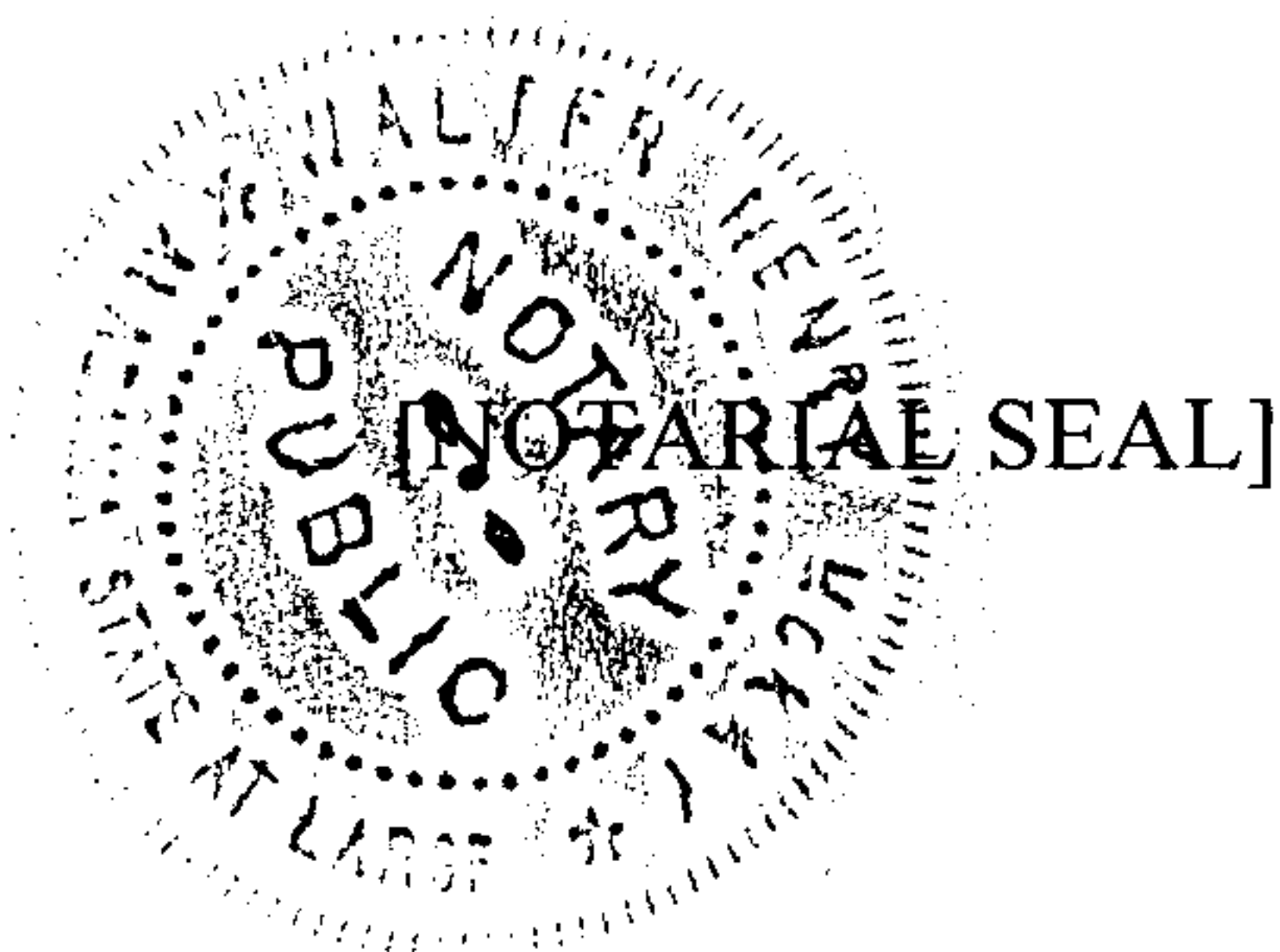
Jennifer S. Powell
Date Executed: 3/26/12

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Walter M. Mckay, a Notary Public in and for said County in said State, hereby certify that Drew D. Coleman, whose name as Senior Vice President of **Compass Bank**, an Alabama banking corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 26th day of March, 2012.



Walter M. McKay
Notary Public
My commission expires: 7/20/2015



20120824000319040 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
08/24/2012 02:27:04 PM FILED/CERT

SCHEDULE A

List of Loan Documents

1. Promissory Note dated August 17, 2007 payable by Lowery Homes, Inc. to the order of Compass Bank in the original principal amount of \$287,400.00.
2. Change in Terms Agreement dated June 19, 2008 by and between Lowery Homes, Inc. and Compass Bank.
3. Change in Terms Agreement dated January 29, 2009 by and between Lowery Homes, Inc. and Compass Bank.
4. Change in Terms Agreement dated July 22, 2009 by and between Lowery Homes, Inc. and Compass Bank.
5. Mortgage dated August 17, 2007 by Lowery Homes, Inc. for the benefit of Compass Bank and recorded on August 31, 2007 at Document Number 20070831000412480 in the Office of the Judge of Probate of Shelby County, Alabama.
6. Continuing Guaranty (Unlimited) dated August 17, 2007 by John Lowery to Compass Bank.

Exhibit B - _____

LIST OF LOAN DOCUMENTS

(copies only unless otherwise indicated)

BORROWER: Lowery Homes, Inc.

LOAN NUMBER: 00102049210000000349

1. Promissory Note dated August 17, 2007 payable by Lowery Homes, Inc. to the order of Compass Bank in the original principal amount of \$287,400.00. (ORIGINAL)
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