

20121001000374230 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/01/2012 03:26:15 PM FILED/CERT

Prepared by, and return to:

Debra Taylor Lewis

RETURN TO:

Anderson McCoy, & Orta, PC

100 N. Broadway, Suite 2600

Oklahoma City, OK 73102

AMO File No. 5016.708

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of the 28th 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 Executive Homes/Jim Scott Builder, Inc., an Alabama corporation ("Borrower"), in favor of Assignor, dated as of April 27, 2004, evidencing a loan (the "Loan") in the original principal amount of \$304,000.00 (as amended, modified, extended or renewed, the "Note").

B. The Note is secured by that certain Mortgage dated April 27, 2004, by Borrower, as mortgagor, in favor of Assignor, as mortgagee, recorded at 20040507000241970 in the office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (the "First Mortgage").

C. The Note is secured by that certain Construction Mortgage dated June 22, 2006, by Borrower, as mortgagor, in favor of Assignor, as mortgagee, recorded at Book LR200611 Page 15856 in the office of the Judge of Probate of Jefferson County, Alabama, as amended from time to time (the "Second Mortgage").

D. 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").

E. Assignor and Assignee have entered into a Loan Sale Agreement dated March 28th, 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

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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.


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]


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ASSIGNOR:

COMPASS BANK,
an Alabama banking corporation,

By: *Drew D. Coleman*
Name: Drew D. Coleman
Title: Senior Vice President
Date Executed: 8/9/2012

WITNESS:

Cory S. Moore
Date Executed: 8.9.2012

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

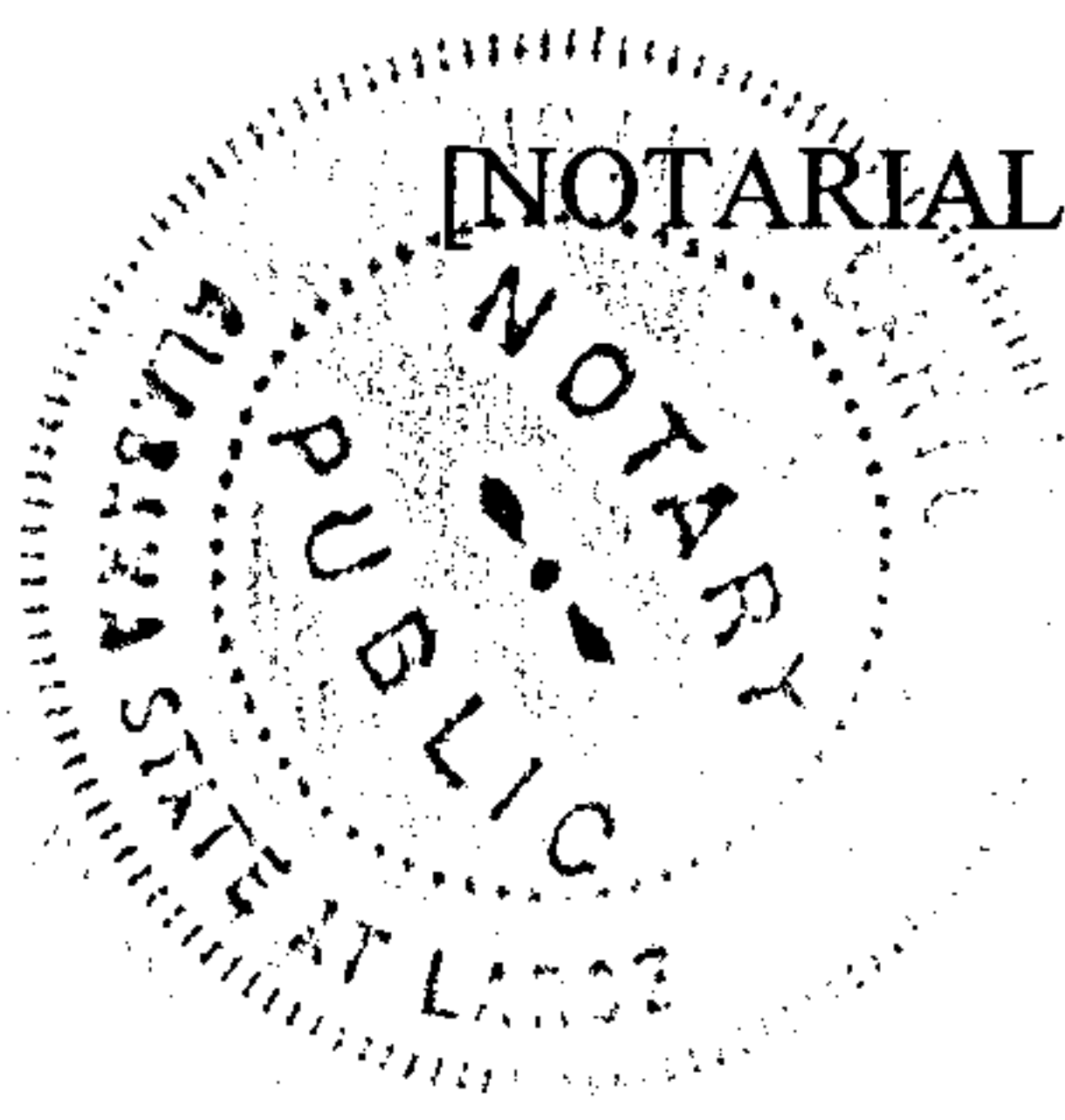
I, *Christina Barton Capps*, a Notary Public in and for said County in said State, hereby certify that Drew D. Coleman, whose name as Senior Vice President of **Compass Bank**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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 9th day of August, 2012.

Christina Barton Capps
Notary Public

My commission expires: 7-29-14

[NOTARIAL SEAL]




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SCHEDULE A

List of Loan Documents

1. Promissory Note dated April 27, 2004 payable by Executive Homes\Jim Scott Builder, Inc. to the order of Compass Bank in the original principal amount of \$304,000.00
2. Change In Terms Agreement dated April 27, 2005 by Executive Homes/Jim Scott Builder, Inc. to Compass Bank
3. Change In Terms Agreement dated May 10, 2006 by Executive Homes/Jim Scott Builder, Inc. to Compass Bank
4. Change In Terms Agreement dated May 4, 2007 by Executive Homes/Jim Scott Builder, Inc. to Compass Bank
5. Change In Terms Agreement dated October 16, 2007 by Executive Homes/Jim Scott Builder, Inc. to Compass Bank
6. Change In Terms Agreement dated May 21, 2008 by Executive Homes, Inc. to Compass Bank
7. Change In Terms Agreement dated May 29, 2009 by Executive Homes/Jim Scott Builder, Inc. to Compass Bank
8. Mortgage dated April 27, 2004 executed by Executive Homes\Jim Scott Builder, Inc. in favor of Compass Bank and recorded on May 7, 2004 at 20040507000241970 in the office of the Judge of Probate of Shelby County, Alabama
9. Construction Mortgage dated June 22, 2006 executed by Execute Homes/Jim Scott Builder, Inc. in favor of Compass Bank and recorded on July 7, 2006 at Book LR200611 Page 15856 in the office of the Judge of Probate of Jefferson County, Alabama
10. Continuing Guaranty (Unlimited) dated April 27, 2004 by James W. Scott to Compass Bank
11. Continuing Guaranty (Unlimited) dated August 19, 2009 by James W. Scott to Compass Bank


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