


Prepared By:

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Shelby Cnty Judge of Probate, AL
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Loan Group 15

**ASSIGNMENT OF LOAN DOCUMENTS
(Alabama)**

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **SunTrust Bank**, a Georgia banking company ("Assignor"), whose mailing address is 303 Peachtree Street NE, 10th Floor, MC GA-ATL-0671, Atlanta, GA 30308, does hereby, through its duly appointed and authorized officers, bargain, sell, give, grant, convey, transfer, set over and assign to **IX ST Portfolio 15, L.P.**, a Delaware limited partnership, its successors and assigns ("Assignee"), whose mailing address is 591 West Putnam Avenue, Greenwich, CT 06830, all of the Assignor's rights, title and interest in, to and under:

1. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded March 14, 2005, in Instrument No. 876359, of the Records in the Office of the Judge of Probate, Baldwin County, Alabama, as modified by Mortgage Modification and Spreader Agreement, recorded as Instrument No. 1114327 of the Records in the Office of the Judge of Probate, Baldwin County, Alabama, as modified by First Master Mortgage Modification Agreement and Notice of Future Advance (Alabama) dated January 12, 2007, recorded as Instrument No. 1046444, of the Records in the Office of the Judge of Probate, Baldwin County, Alabama;
2. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded May 5, 2006, in Book 2006, at Page 27980, of the Records in the Office of the Judge of Probate, Limestone County, Alabama, as modified by First Master Mortgage Modification Agreement and Notice of Future Advance (Alabama) dated January 12, 2007, and recorded in Book 2007, Page 10728, of the Records in the Office of the Judge of Probate, Limestone County, Alabama, as modified by Mortgage Modification and Spreader Agreement recorded in Book 2008, Page 10638, in the Office of the Judge of Probate, Limestone County, Alabama;
3. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded March 21, 2005, in Book 5746, at Page 187, of the Records in the Office of the Judge of Probate, Mobile County, Alabama, as modified by First Master Mortgage Modification Agreement and Notice of Future Advance (Alabama) dated January 12, 2007, and recorded in Book 6413, Page 432, of

the Records in the Office of the Judge of Probate, Mobile County, Alabama;

4. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded April 27, 2005, as Document No. 20050427000265310, of the Records in the Office of the Judge of Probate, Madison County, Alabama, as modified by Mortgage Modification and Spreader Agreement (Alabama) dated September 18, 2008, recorded in Book _____, Page _____, of the Records in the Office of the Judge of Probate, Madison County, Alabama;
as Document # 2008/015000655090
5. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded June 3, 2005, as Document No. 20050603000269890, of the Records in the Office of the Judge of Probate, Shelby County, Alabama, as modified by First Master Mortgage Modification Agreement and Notice of Future Advance (Alabama) dated January 12, 2007, and recorded in as Document No. 2007042400019450, of the Records in the Office of the Judge of Probate, Shelby County, Alabama; and
6. That certain Master Mortgage Deed and Security Agreement, dated as of February 28, 2005, and recorded May 4, 2006, in Mortgage Book 2006, at Page 25780, of the Records in the Office of the Judge of Probate, St. Clair County, Alabama, as modified by First Master Mortgage Modification Agreement and Notice of Future Advance (Alabama) dated January 12, 2007, and recorded in Book 2007, Page 23919, of the Records in the Office of the Judge of Probate, St. Clair County, Alabama.

The foregoing assignment is made WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, express or implied, except as set forth in, but subject to the limitations of, that certain Asset Sale Agreement between Assignor and IX ST Holdings, L.P., a Delaware limited partnership dated September 14, 2012.

[Signature Begins on Following Page]

IN WITNESS WHEREOF, said Assignor has caused this Assignment to be effective as of September 26, 2012.

Signed, sealed and delivered in the Presence of:

ASSIGNOR:

SunTrust Bank, a Georgia banking company

[Signature]
Name: Adam Ney
[Signature]
Name: William G. Rothblatt

By: [Signature]
Name: Brice Willis
Title: Senior Vice President

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brice Willis whose name as Senior Vice President of SunTrust Bank, a Georgia banking company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 25th day of September, 2012.

Elizabeth A. Lantford
Notary Public

(SEAL)



My commission expires: 7-1-13

Notary Public in and for the State of Georgia