


This instrument prepared by:  
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20130104000004780 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/04/2013 07:54:28 AM FILED/CERT

**STATE OF ALABAMA            )**  
**SHELBY COUNTY            )**

## **ASSIGNMENT OF INTEREST IN PROMISSORY NOTE AND MORTGAGE**

**THIS ASSIGNMENT** (the "Assignment") is executed as of the 12th day of December, 2012, by **JAMES L. HUBBARD** ("Assignor"), in favor of **JLH INVESTMENTS, LLC**, an Alabama Limited Liability Company ("Assignee"), having an address at 2275 Green Springs Highway, Birmingham, Alabama 35205.

**WHEREAS**, Assignor is the owner and holder of a certain Mortgage dated May 20, 2011, from Michael L. Cole and Charnetta Gadling-Cole, as Borrower, to James L. Hubbard, as Lender, in the original principal amount of \$365,000.00, and recorded on May 24, 2011, in Instrument No. 20110524000154420 in the Probate Office of Shelby County, Alabama (the "Mortgage"), together with an underlying promissory note from Michael L. Cole and Charnetta Gadling Cole, as Borrower, to James L. Hubbard, as Lender, in the original principal amount of \$365,000.00 (the "Note") and secured by the Mortgage; and

**WHEREAS**, Assignor desires to transfer and assign the Note and Mortgage to JLH Investments, LLC.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor transfers, sells, conveys and assigns unto Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Note and Mortgage (collectively, the "Loan Documents"), together with all of the indebtedness from time to time owing under the Note, including, without limitation, interest from the date of this Assignment until paid, and together with any and all right, title, interest and estate of the Assignor, as Lender, in and to the property described in, conveyed or encumbered by the Mortgage, together with all of the Assignor's rights, remedies, privileges and options with respect to the Loan Documents arising at law, in equity, or under the Loan Documents.

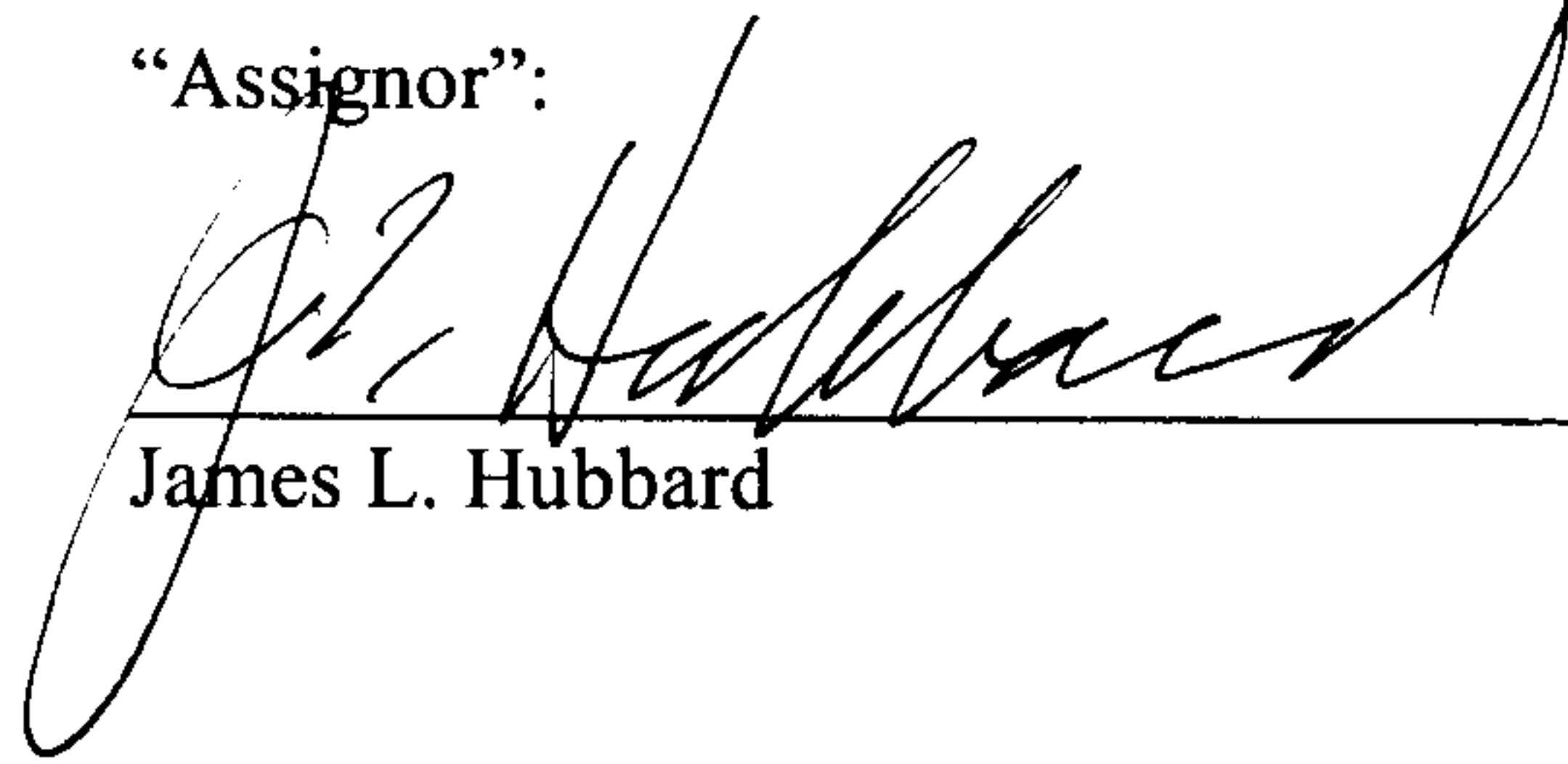
This Assignment is made **WITHOUT RECOURSE** and without representation or warranty of any kind (including, without limitation, any representations or warranty as to the collectability of any amounts owed or owing under the Loan Documents or as to the enforceability of any provision thereof).

This Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns.

The construction, validity and enforcement of this Assignment shall be determined according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Assignor has duly executed this Agreement effective as of the date first above written.

"Assignor":

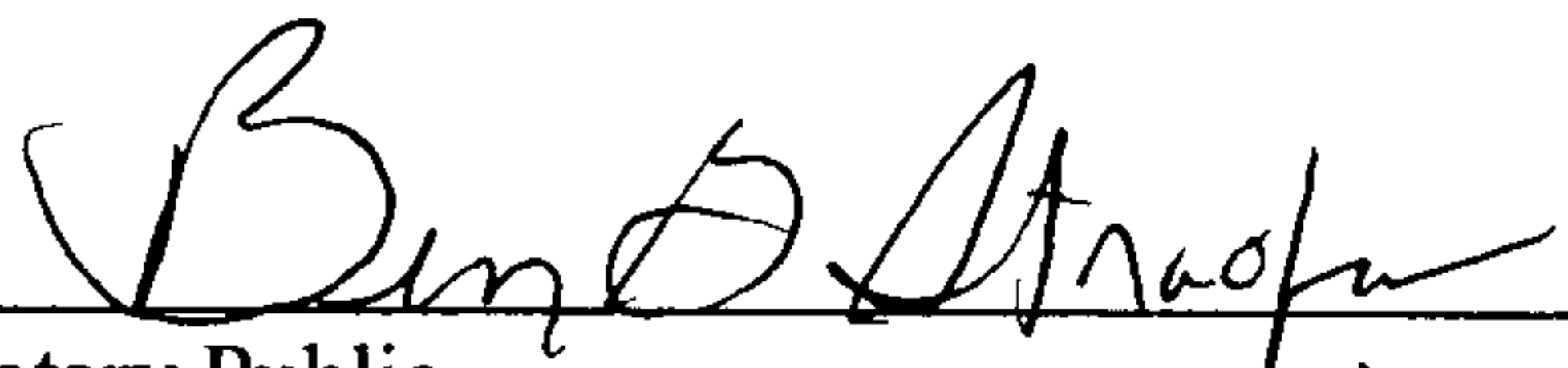
  
James L. Hubbard


STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James L. Hubbard, whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he executed the same voluntarily.

Given under my hand and official seal this 12th day of December, 2012.

(SEAL)

  
Notary Public  
My Commission Expires: 6/23/15

  
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