

Prepared By:
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2116 11th St.
Tuscaloosa, AL 35083

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §
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NONRECOURSE ASSIGNMENT
OF LOAN DOCUMENTS

COMES NOW, First United Security Bank, an Alabama banking corporation ("FUSB"), and Forty Three Investments LLC, an Alabama limited liability company ("FTI"), and hereby agree as follows:

WHEREAS, on the 20th day of March, 2009, Louis R. Ferlisi, a married man, and Sylvia J. Ferlisi, his wife, executed a Mortgage in favor of FUSB which mortgage was recorded on the 30th day of March, 2009 as Instrument No. 2009033000116230 and re-recorded on the 19th day of October, 2011 as Instrument No. 20111019000311620 in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"); and

WHEREAS, FTI desires to purchase the Mortgage and related promissory note on a nonrecourse basis from FUSB.

THEREFORE, for valuable and sufficient consideration paid to FUSB, the receipt and sufficiency is hereby acknowledged, FUSB hereby assigns, transfers, grants, bargains, sells and conveys, without recourse to FTI the Mortgage together with the indebtedness thereby secured and the promissory note evidencing such indebtedness, and all right, title and interest of the undersigned in and to the land and property conveyed by said Mortgage. FUSB warrants to FTI that is the holder of said Mortgage and promissory note, and possesses the right to transfer and assign the same to FTI.

TO HAVE AND TO HOLD unto FTI, its successors and assigns forever without recourse against FUSB. By execution hereof, FTI assumes all obligations and liabilities arising

under the Mortgage and promissory note, and agrees to indemnify and hold FUSB and its successors harmless of and from any claim for damages resulting from FTI's failure to comply with the terms of the Mortgage and promissory note as of and subsequent to the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this the 25TH day of MARCH, 2013

FIRST UNITED SECURITY BANK

BY: Dan McArthur

Its Senior Vice President

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Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named DAN McARTHUR, as SENIOR VICE PRESIDENT of First United Security Bank, who acknowledged to and before me that he/she executed the foregoing Nonrecourse Assignment of Loan Documents in writing on the day and year therein mentioned, for and on behalf of the said First United Security Bank, after having been first duly authorized to do so.

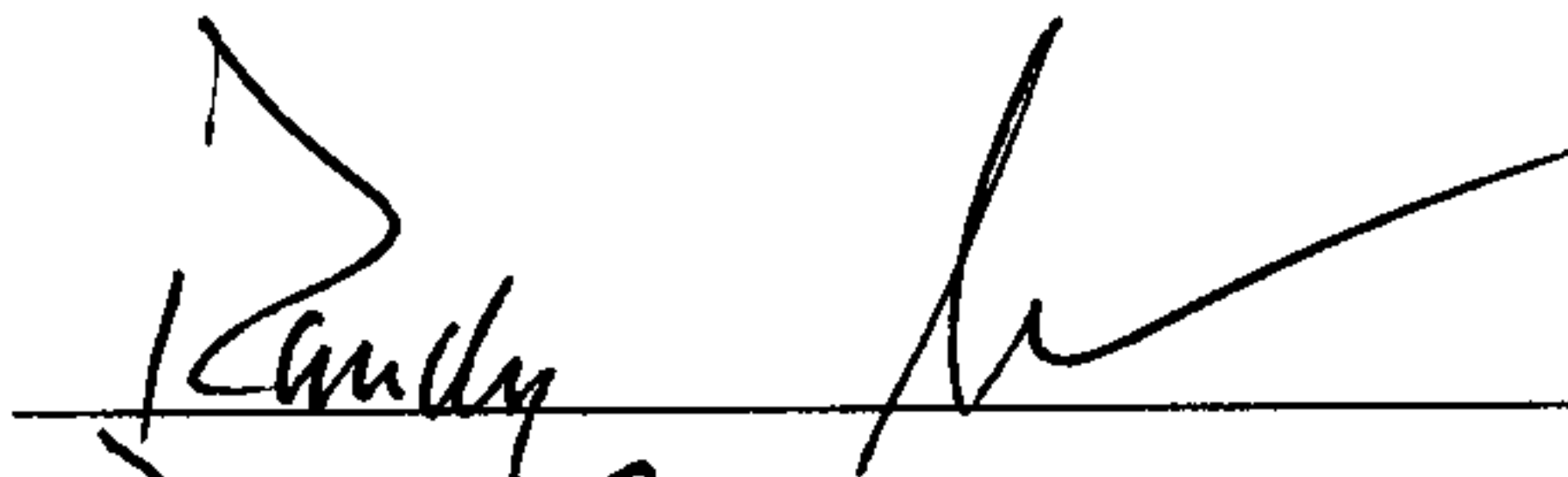
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF THIS OFFICE, this the 25TH day of MARCH, 2013.

Paul B. Goy
Notary Public

My Commission Expires: 3/8/2017

CONSENTED TO AND ACCEPTED BY:


FORTY THREE INVESTMENTS LLC

BY: 
Randy Goggans
Its: manager

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I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that RANDY GOGGANS whose name as MANAGER of Forty Three Investments LLC, an Alabama limited liability company, is signed to the foregoing Nonrecourse Assignment of Loan Documents, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Nonrecourse Assignment of Loan Documents, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF THIS OFFICE, this 25TH day of March, 2013.


Notary Public

My Commission Expires: 3/8/2017

Nonrecourse Assignment of Loan Docs.4.0293.docx