## SALE AND TRANSFER OF NOTE AND SECURITY THEREFOR WITHOUT RECOURSE

STATE OF FLORIDA COUNTY OF MIAMI-DADE	)
STATE OF ALABAMA COUNTY OF SHELBY	)
File Name: Account No. Quantum ID No. 7000068804	
undersigned notaries public, duly of	ffective as of May 3, 2013, before the commissioned and qualified in and for the states and counties ce of the undersigned competent witnesses, personally came
limited liability company mermanent mailing address 33172, represented herein	LLC (TIN xxx-xx) ("Transferor"), an Alabama naintaining its principal place of business and having a at 730 NW 107 <sup>th</sup> Avenue, Suite 400, Miami, Florida by and appearing through its undersigned authorized in-fact of Transferor's sole member, duly authorized authorization;
in consideration of the price and solution (\$675,000.00) and other go which are hereby acknowledged, and conveys without warranty or ransferor of any kind or nature with	the undersigned notary before whom it appeared, that for and sum of Six Hundred Seventy-Five Thousand and No/100 and valuable consideration, the receipt and sufficiency of Transferor hereby sells, transfers, assigns, delivers, sets over representation, express or implied, by, or recourse against, the hatsoever, except those expressly set forth in that certain Loan d as of

Urmish R. Patel and Neeta U. Patel, as husband and wife ("Transferee"), having a permanent mailing address at c/o Urmish R. Patel, 225 Cahaba Oaks Trail, Indian Springs, Alabama 35124;

its successors and assigns, all of Transferor's right, title and interest in and to the following:

- 1. That certain Promissory Note dated July 15, 2011 in the original principal amount of \$747,518.90 from James E. Kelly Sr. and Ruth S. Kelly (collectively, "Borrower") to Regions Bank, an Alabama state-chartered bank, as endorsed and assigned to RREF RB Acquisitions, LLC, and as further endorsed and assigned to Seller, as the same may have been renewed, amended, supplemented, restated, or modified (collectively, the "Note");
- 2. That certain Mortgage dated March 17, 2000, executed by James E. Kelly Sr. and Ruth S. Kelly, husband and wife, to Regions Bank, as recorded on March 28, 2000, as Instrument No.

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2000-09769, in the Office of the Judge of Probate of Shelby County, Alabama, as assigned by Regions Bank to RREF RB Acquisitions, LLC by that certain Assignment of Security Instrument dated March 8, 2012, recorded on April 2, 2012, as Instrument Number 20120402000113050 in the Office of the Judge of Probate of Shelby County, Alabama, as assigned by RREF RB Acquisitions, LLC to Seller by that certain Assignment of Security Instrument dated January 8, 2013, recorded on March 12, 2013, as Instrument Number 20130312000102810 in the Office of the Judge of Probate of Shelby County, Alabama (collectively, the "Mortgage")

- 3. That certain Assignment of Rents dated March 17, 2000, executed by James E. Kelly Sr. and Ruth S. Kelly, husband and wife in favor of Regions Bank, and recorded on March 28, 2000, as Instrument No. 2000-09769 in the Office of the Judge of Probate of Shelby County, Alabama, as assigned by RREF RB Acquisitions, LLC to Seller by that certain Assignment of Security Instrument dated January 8, 2013, recorded on March 12, 2013, as Instrument Number 20130312000102810 in the Office of the Judge of Probate of Shelby County, Alabama (the "Assignment of Rents"), which encumbers all those certain parcels and all improvements thereon situated in Shelby County, Alabama.
- 4. All other loan documents executed in connection with the Mortgage, to the extent in Seller's possession.

Transferor then endorsed and assigned the Note to the order of Transferee without warranty or representation, express or implied, by, or recourse against, the Transferor of any kind or nature whatsoever, except those expressly set forth in that certain Loan Sale Agreement dated as of May 3,2015 among Transferor and Transferee and delivered such Note to Transferee, which acknowledges the receipt thereof.

Except as otherwise provided in that certain Loan Sale Agreement among Transferor and Transferee this Sale and Transfer is made with full subrogation in and to all of the rights, title, and interest Transferor has or may have against the maker(s), mortgagor(s), pledgor(s), guarantor(s), or defendant(s) under the terms of the above-referenced Security.

Except as expressly stated in this Sale and Transfer, Transferor makes no representations or warranties, express or implied, with respect to the Note, the Loan Agreement, the Security, the underlying collateral encumbered by the Security, and/or the transactions contemplated herein.

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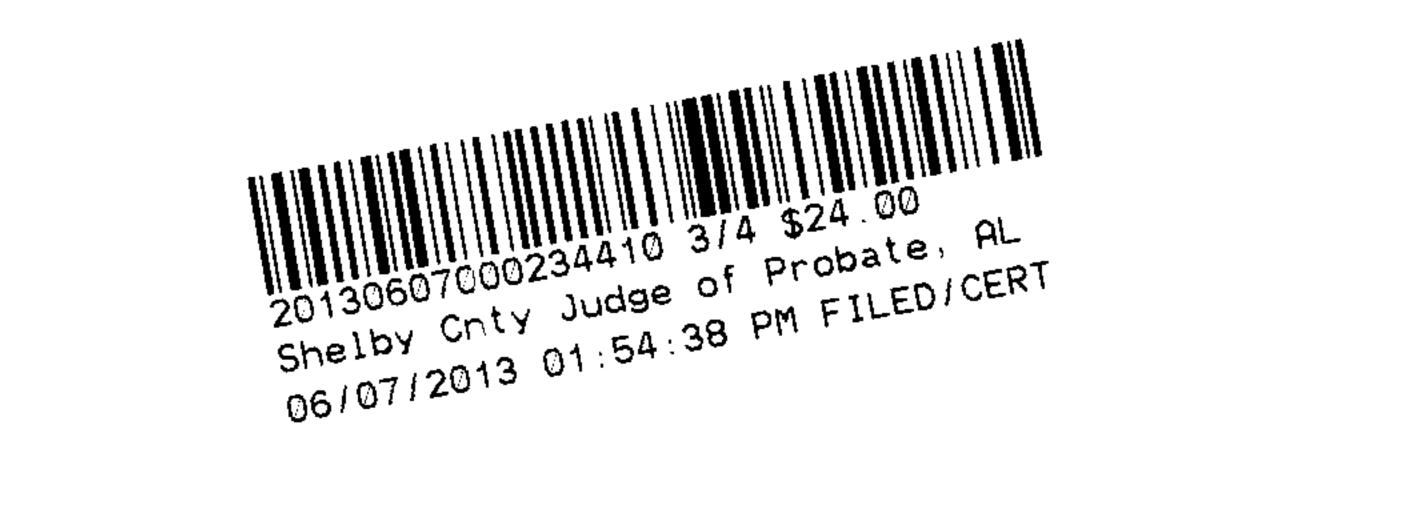
the undersigned competent witnesses and	d me, notary, after due reading of the whole.
WITNESSES:	TRANSFEROR:
	RREF RB SBL-AL JKS, LLC, an Alabama limited liability company
	By: RREF RB ACQUISITIONS, LLC, a Delaware limited liability company, its sole member
Print Name: Shai Zamanian	By:Rialto Capital Advisors, LLC, a Delaware limited liability company, as its attorney-in-fact
Print Name: wrdy monico	By:  Name:  Jonathan Levy  Name:  Title: Authorized Signatory  Title: Authorized Signatory
Print Name: Thai gamanian  Whelehonie	
Print Name: Wendy monice	By:

**NOTARY PUBLIC** 

Print Name: Nivette Minguez Bar Commission No.

My Commission Expires 912014 (Affix Seal)





THUS DONE AND SIGNED AND SIGNED AND on the 3 presence of the undersigned competent witne	D PASSED by Transferee in multiple originals at day of, 2013, in the sses and me, notary, after due reading of the whole.	
WITNESSES:	TRANSFEREE:	
	URMISH R. PATEL	
Print Name: Michael Mers	Printed Name: <u>URMISH</u> R. PATEC Date: <u>5-3-13</u>	
$\sim$	NEETA U. PATEL	
Print Name:	Deeta. U. Polu. Printed Name: <u>NEETA. U. PATEL</u> Date: 05/03/2013	
- Quan	A Color	
Print Name: NOTARY PUBLIC		
Bar Commission		
My Commission	Expires () () () () () () (Affix Seal)	
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