

20130722000297030 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/22/2013 12:02:56 PM FILED/CERT

After Recording Return To:

RETURN TO:

Anderson McCoy, & Orta, PC
100 N. Broadway, Suite 2600
Oklahoma City, OK 73102
405-236-0003
AMO File No. 5016.0907/5024.152

Cross Reference:
Inst: 20070426000194530

ASSIGNMENT OF LOAN DOCUMENTS
(BBVA LOAN #00101407860000000018)

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of May 22, 2013, by Compass Bank (the "Assignor") to RREF II CB Acquisitions, LLC (the "Assignee").

RECITALS

A. GARY NICHOLS ("Borrower") executed a promissory note(s) described on Schedule A attached hereto (as amended, modified, extended or renewed, the "Note") evidencing a loan(s) (the "Loan").

B. In connection with the Note, any deed(s) of trust/mortgage(s)/deed(s) to secure debt described on Schedule A attached hereto (as amended, modified, extended or renewed, the "Mortgage") was also executed.

C. 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, as amended, modified, extended or renewed, the "Loan Documents").

D. Assignor and Assignee have entered into a Loan Sale Agreement dated May 16, 2013 (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 and Assumption. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, without recourse, and except as set forth in Article 6 of the Loan Sale 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

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rights, remedies and incidents thereunto belonging. Assignee, by its acceptance hereof, assumes the obligations of the Assignor under the Loan Documents.

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.

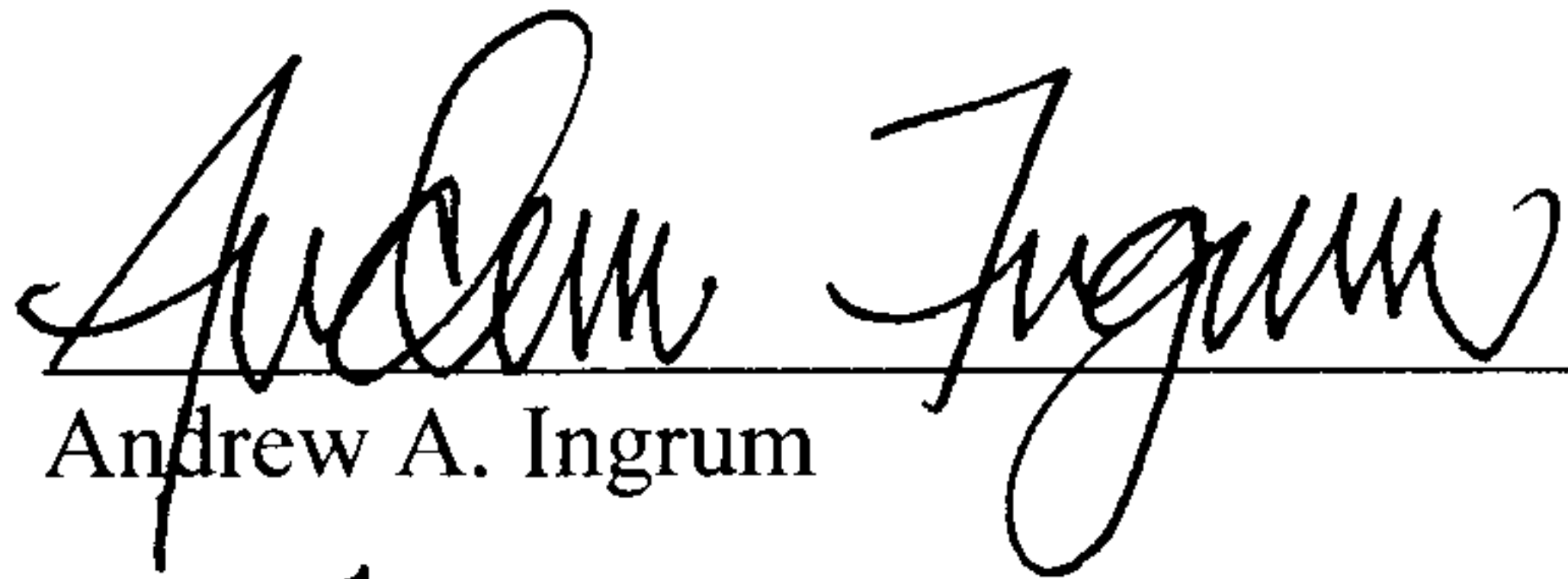
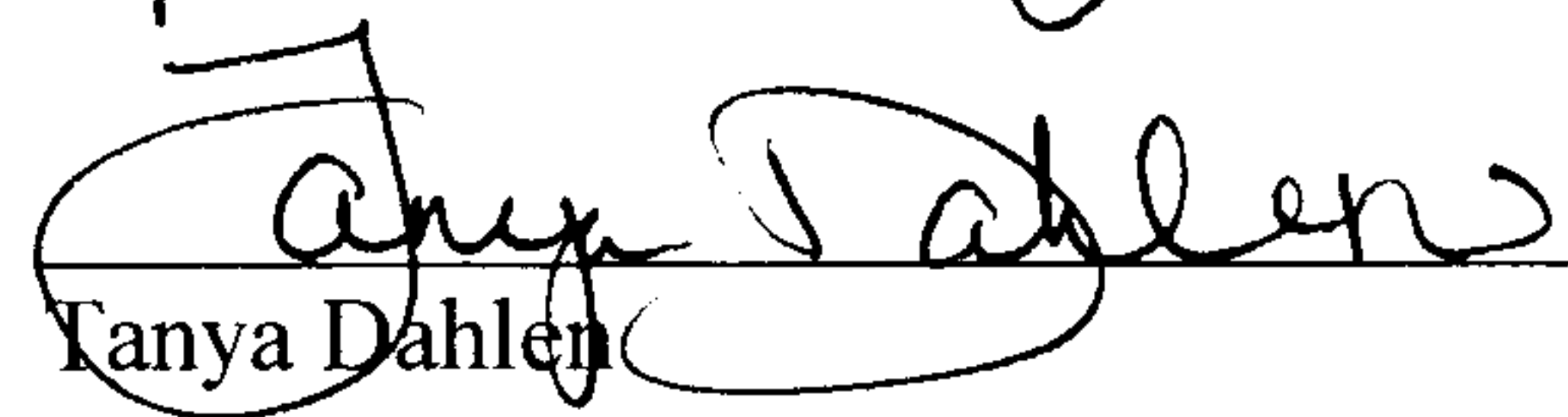
4. Governing Law. The laws of the State of Texas shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws.

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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Signed, sealed and delivered
in the presence of:


Andrew A. Ingram

Tanya Dahlen

ASSIGNOR:

Compass Bank

By 
William H. Downing, Senior Vice President

Post office address of executing party:
Compass Bank
8333 Douglass Avenue
Dallas, Texas 75225

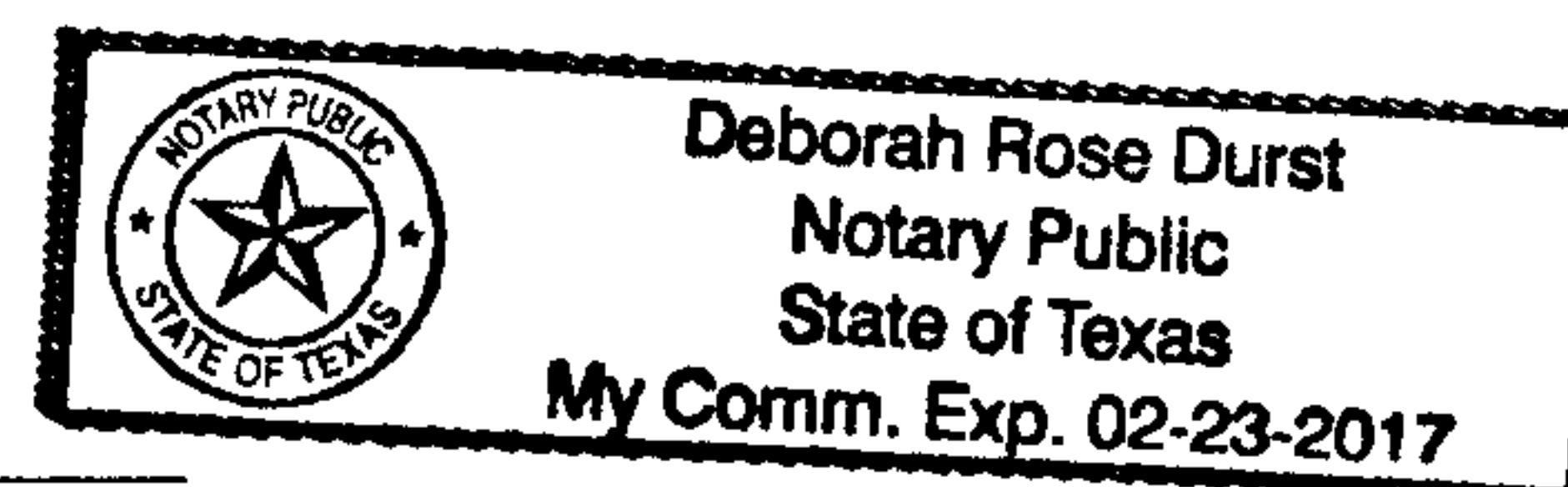
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On May 17, 2013, before me, Deborah R. Durst, Notary Public, personally appeared William H. Downing who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct

WITNESS my hand and official seal.


Notary Public Signature
Printed Name: Deborah R. Durst



(Notary Public Seal)


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SCHEDULE A FOR ASSIGNMENT OF LOAN DOCUMENTS

GARY NICHOLS

BBVA LOAN #00101407860000000018

1. Promissory Note dated April 19, 2007 executed by Gary Nichols by and through his attorney in fact, James R. Hicks to the order of Compass Bank in the original amount of \$555,000.00 (Original)
2. UCC Financing Statement recorded on September 16, 1999 in the official public records of Secretary of State, Alabama, File Number 1999-38700 (Copy)
3. UCC Financing Statement recorded on April 17, 2002 in the official public records of Secretary of State, Alabama, File Number 02-0236387 (Copy)
4. Durable Power of Attorney dated March 18, 2004 executed by Gary Nichols and recorded on May 14, 2004 Instrument 20040514000257760 in the official public records of Shelby County, Alabama (Copy)
5. UCC Financing Statement Amendment recorded on May 7, 2004 in the official public records of Secretary of State, Alabama, File Number 1999-38700 (Copy)
6. Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement dated April 19, 2007 executed by Gary Nichols by and through his attorney in fact, James R. Hicks for the benefit of Compass Bank and recorded on April 26, 2007 Instrument 20070426000194520 in the official public records of Shelby County, Alabama (Original)
7. Assignment of Rents and Leases dated April 19, 2007 executed by Gary Nichols by and through his attorney in fact, James R. Hicks in favor of Compass Bank and recorded on April 26, 2007 Instrument 20070426000194530 in the official public records of Shelby County, Alabama (Original)
8. Stewart Title Guaranty Company, Loan Policy of Title Insurance, Policy Number M-9302-378088 (Original)
9. Loan and Security Agreement dated April 19, 2007 executed by Gary Nichols by and through his attorney in fact, James R. Hicks and Compass Bank (Original)
10. Cross-Collateralization and Cross-Default Agreement dated April 19, 2007 between Nichols Equipment, LLC and Compass Bank (Original)
11. UCC Financing Statement recorded on April 26, 2007 Instrument 07-0378833 in the official public records of Secretary of State, Alabama (Copy)
12. UCC Financing Statement recorded on April 26, 2007 Instrument 20070426000194540 in the official public records of Shelby County, Alabama (Copy)
13. UCC Financing Statement Amendment recorded on November 30, 2011 Instrument 07-0378833 in the official public records of Secretary of State, Alabama (Copy)
14. UCC Financing Statement Amendment recorded on December 1, 2011 Instrument 20111201000362840 in the official public records of Shelby County, Alabama (Copy)