



20140113000011500 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
01/13/2014 11:14:56 AM FILED/CERT

**After Recording Return To:**

VFC Partners 30 LLC  
Attention: Kathy McNair  
6400 Imperial Drive  
Waco, Texas 76712  
3011017000

**ASSIGNMENT OF LOAN DOCUMENTS**

(BBVA LOAN #07700000000056181253)

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of November 19, 2013, by COMPASS BANK (the "Assignor") to VFC PARTNERS 30 LLC (the "Assignee").

**RECITALS**

A. ANTHONY IFEDIBA ("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, the 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"). The term "Loan Documents" as used herein includes any financing statements which perfect a security interest granted by the other Loan Documents.

D. Assignor and Assignee have entered into a Loan Sale Agreement dated November 15, 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 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]*

Signed, sealed and delivered  
in the presence of:

Andrew A. Ingrum  
Andrew A. Ingrum

Michelle V. Parker  
Michelle V. Parker

**ASSIGNOR:**

COMPASS BANK

By William H. Downing  
William H. Downing, Senior Vice President

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

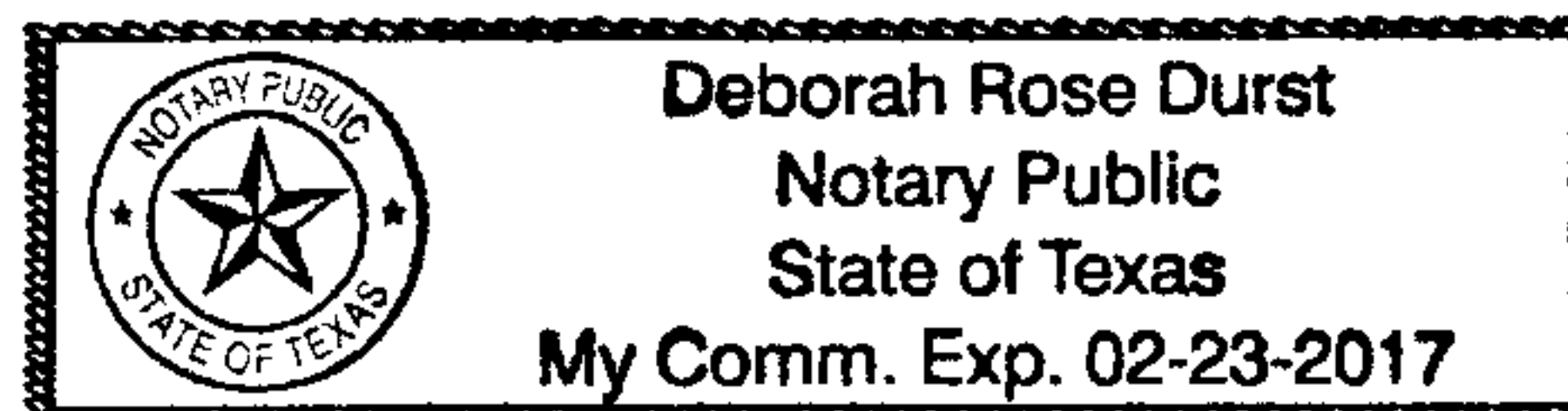
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

On November 15, 2013, before me, Deborah Rose 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/she/they 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.

Signature Deborah Rose Durst (Seal)  
Printed Name: Deborah Rose Durst





## SCHEDULE A FOR ASSIGNMENT OF LOAN DOCUMENTS

### Schedule of Loan Documents


Loan Reference Number: 07700000000056181253

Borrower: Anthony Ifediba

Lender: Compass Bank

Guarantor: None

<b>Name of Document (with recording info, if applicable)</b>	<b>Parties to Document</b>	<b>Date of Document</b>	<b>Amount (Promissory Notes only)</b>	<b>Copy or Original</b>
Fixed/Adjustable Rate Note (Operative Note)	Anthony Ifediba	May 29, 2009	\$1,000,000	Original
Mortgage recorded as Instrument #20090605000216420 in the Official Public Records of Shelby County, Alabama	Anthony Ifediba	May 29, 2009		Original
Planned Unit Development Rider recorded as Instrument #20090605000216420 in the Official Public Records of Shelby County, Alabama	Anthony Ifediba	May 29, 2009		Original
Fixed/Adjustable Rate Rider recorded as Instrument #20090605000216420 in the Official Public Records of Shelby County, Alabama	Anthony Ifediba	May 29, 2009		Original
Short Form Residential Loan Policy issued by American Land Title Association as Policy #U- 9304-819283		June 5, 2009		Copy
Errors and Omissions / Compliance Agreement	Anthony Ifediba	May 29, 2009		Original
Legal Correspondance	Anthony Ifediba Balch & Bingham LLP	April 26, 2013		Copy

  
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