



20150326000095550 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/26/2015 11:47:18 AM FILED/CERT

ASSIGNMENT

THIS ASSIGNMENT of certain debts evidenced by loan documents, (the "Assignment") is made by CRIMSON PORTFOLIO, LLC, a Delaware limited liability company (the "Assignor"), to HEATHERWOOD LAND PRESERVATION, LLC an Alabama limited liability company (the "Assignee"), pursuant to the terms of that certain PURCHASE AGREEMENT dated as of MARCH 20, 2015, (the "Agreement") between Assignor and Assignee.

RECITALS

A. Assignor and Assignee have entered into the Agreement, whereby Assignor agrees to convey to Assignee all of Assignor's right, title and interest in and to the Loan Documents (as defined in the Agreement) that are described on Exhibit "2.1" hereto. Assignee agrees to accept the Loan Documents on the terms and conditions stated in the Agreement.

B. Pursuant to the Agreement, Assignor desires to execute this Assignment in favor of Assignee.

AGREEMENT

NOW, THEREFORE, pursuant to the Agreement, Assignor hereby agrees as follows:

(a) **Definitions.** Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

(b) **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee, without any representation, warranty or recourse other than as specifically provided for in the Agreement, all of Assignor's right, title and interest in and to all of the Loan Documents described in Exhibit "2.1" hereto, and all rights of Assignor thereunder.

(c) **Successors.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(d) **Governing Law.** This Assignment shall be governed by the laws of the State of Alabama.

(e) **WAIVER OF JURY TRIAL.** ASSIGNOR AND ASSIGNEE BOTH IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE



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RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF THE SELLER AND THE BUYER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(f) Limited Representations and Warranties. This Assignment is being made wholly without recourse, and representation or warranty of any kind, including, but not limited to, the enforceability or collectability of the Loan Documents, or compliance with any applicable law or regulations; provided, however, Assignor warrants and represents to Assignee that it is the owner and holder of each of the promissory notes, mortgages and other related loan documents, that upon Closing, the Seller represents that to the best of its knowledge, information and belief that the Loan Documents are free and clear of all liens and claims, and that Assignor is fully authorized to execute this Assignment. Assignee acknowledges and agrees that it is not relying presently and shall not be entitled to rely in the future on any representations or warranties by Assignor, and hereby irrevocably releases and waives any and all rights to any claims, damages or causes of action against Assignor, excepting solely Assignor's limited representations and warranties as to ownership and authority as provided herein.

(g) Indemnity. Assignee, by acceptance of this Assignment, does hereby and shall indemnify and hold Assignor and its directors, officers, agents, employees and attorneys harmless from and against any and all liability, loss, expense or damage of any kind or nature, including, without limitation, any suits, proceedings, claims, demands or damages (including attorneys' fees and costs paid or incurred in connection therewith at both trial and appellate levels) incurred or arising by reason of this Assignment.

(h) Release of Assignor. Assignee agrees that it will not renew, extend, renegotiate, compromise, settle or release any promissory note or loan or any right of Assignee founded upon or growing out of this Assignment or the Loan Documents, except upon payment in full thereof, unless all obligors on said Loan Documents shall first release and discharge Assignor, and Assignor's members, partners, officers, servicers, agents, attorneys, employees, predecessors-in-interest and assignees (the "Released Parties") from all claims, demands and causes of action which any such obligor may have against any such Released Party arising from or growing out of any act or omission occurring prior to the date of such release.

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

[signatures on following pages]




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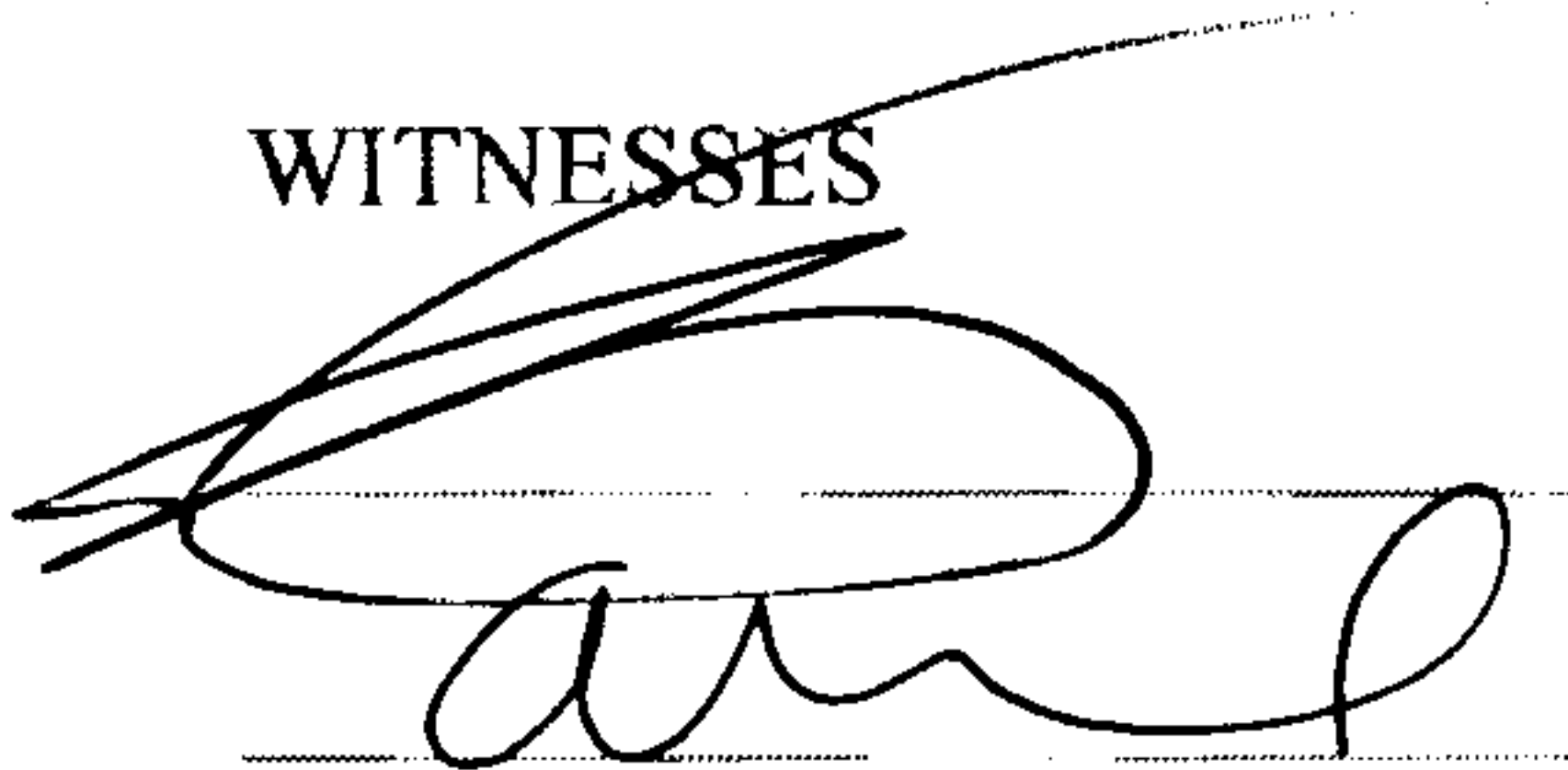
ASSIGNOR: CRIMSON PORTFOLIO, LLC
a Delaware limited liability company

By: ORES NPL 2013-LV2, LLC
Its: Member

By: Sabal Financial Group, L.P.
Its: Asset Manager

By: 
Name: KEVIN R. MCKENZIE
Title: AUTHORIZED SIGNATORY

WITNESSES



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, or proved to me on all the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be an officer of other representative authorized to execute the instrument of Crimson Portfolio, LLC, acting solely in his capacity as _____ for Crimson Portfolio, LLC, and that such officer/representative as such, he executed the foregoing instrument for the purpose therein contained, by personally signing his name as _____ of Crimson Portfolio, LLC.

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


WITNESS my hand and official seal.

SEE ATTACHED

Signature _____ (SEAL)
Signature of Notary Public

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

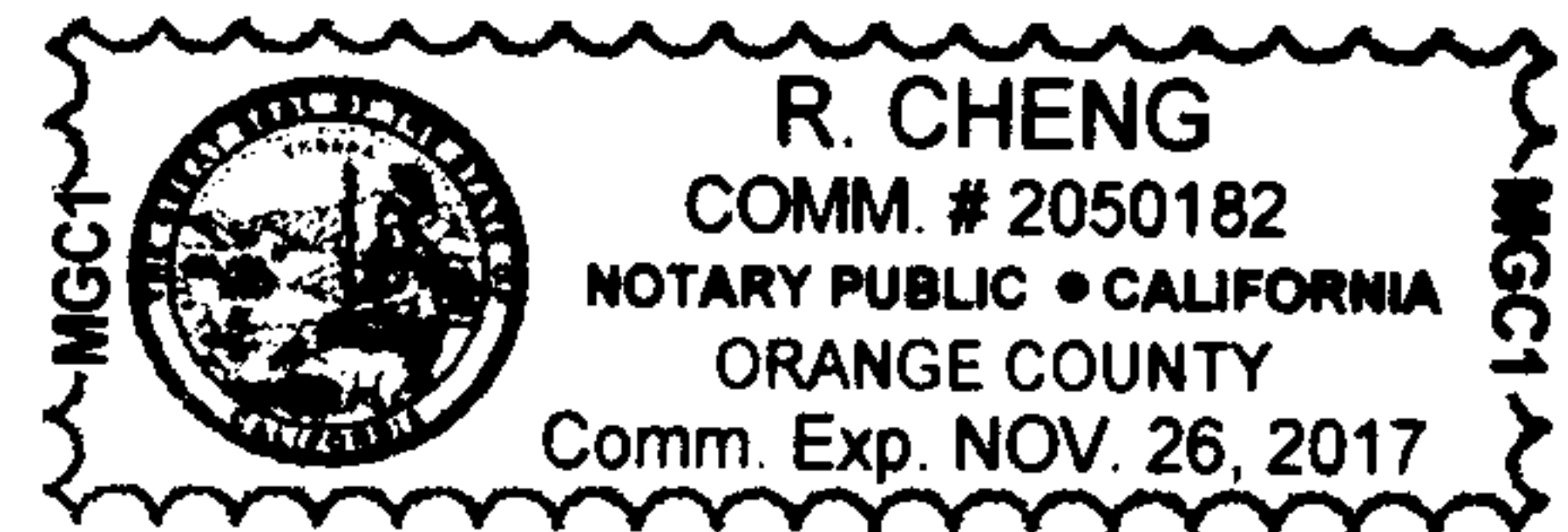

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On March 20, 2015 , before me, R. Cheng, Notary Public, personally appeared Kevin R. McKenzie, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (SEAL)
Signature of Notary Public





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ASSIGNEE: HEATHERWOOD LAND PRESERVATION, LLC

BY: Allie Quinn, Inc. (Manager)

By: Mary Anna Raburn

Name: Mary Anna Raburn

Title: Its President of Allie Quinn, Inc.

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, William C. Brown of the state and county mentioned, personally appeared Mary Anna Raburn, with whom I am personally acquainted, or proved to me on all the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be an officer of other representative authorized to execute the instrument of Heatherwood Land Preservation, LLC, acting solely in his/her capacity as President of Allie Quinn, Inc. Manager of Heatherwood Land Preservation LLC and that such officer/representative as such, s/he executed the foregoing instrument for the purpose therein contained, by personally signing his/her name as Heatherwood Land Preservation, LLC, in its capacity aforesaid.

SUBSCRIBED AND SWORN to before me this 25th day of March, 2015.

William C. Brown
Notary Public

My commission expires 12/14/2016