

NOTE TO RECORDER: MORTGAGE TAX HAS PREVIOUSLY BEEN PAID IN FULL IN THE AMOUNT OF **\$4,120.70** ON THE JANUARY 6, 2015 MORTGAGE RECORDED ON JANUARY 6, 2015, WITH THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AS INSTRUMENT NO. 20150106000006220; AND THE AMOUNT OF **\$1,756.25** ON THE NOVEMBER 5, 2015 MORTGAGE RECORDED ON NOVEMBER 5, 2015, WITH THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AS INSTRUMENT NO. 20151105000386410; AND THE AMOUNT OF **\$1,129.50** ON THE FEBRUARY 1, 2019 MORTGAGE RECORDED ON FEBRUARY 1, 2019, WITH THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AS INSTRUMENT NO. 20190201000033030.

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

## ASSIGNMENT AND ASSUMPTION OF LOANS

THIS ASSIGNMENT AND ASSUMPTION OF LOANS (this “**Agreement**”) is made as of December 28, 2022, by and between SWS-TX REALTY, INC., a Texas corporation (“**Assignor**”), MEDICAL BUILDING, LLC, an Alabama limited liability company (“**Assignee**”) in favor of OAKWORTH CAPITAL BANK, an Alabama state banking corporation (“**Lender**”).

## Recitals

- A. Assignor obtained a loan from Lender in the principal amount of \$2,713,750.00 (the **“2015 Secured Loan”**), which is evidenced by that certain Promissory Note dated January 6, 2015, in the original principal amount of \$2,713,750.00 (the **“2015 Secured Note”**), and secured by, among other instruments, that certain Mortgage and Security Agreement, dated January 6, 2015, and recorded on January 6, 2015, in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 20150106000006220, as may be amended from time to time (the **“2015 Mortgage”** and with the 2015 Secured Note and all other loan documents evidencing the 2015 Secured Loan, the **“2015 Secured Loan Documents”**).
- B. Assignor obtained a loan from Lender in the principal amount of \$1,137,500.00 (the **“November 2015 Secured Loan”**), which is evidenced by that certain Promissory Note dated November 5, 2015, in the original principal amount of \$1,137,500.00 (the **“November 2015 Secured Note”**), and secured by, among other instruments, that certain Mortgage and Security Agreement, dated November 5, 2015, and recorded on November 5, 2015, in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 20151105000386410, as may be amended from time to time (the **“November 2015 Mortgage”** and with the November 2015 Secured Note and all

other loan documents evidencing the November 2015 Secured Loan, the “**November 2015 Secured Loan Documents**”)

- C. Assignor obtained a loan from Lender in the principal amount of \$753,000.00 (the “**2019 Secured Loan**”), which is evidenced by that certain Promissory Note dated February 1, 2019, in the original principal amount of \$753,000.00 (the “**2019 Secured Note**”), and secured by, among other instruments, that certain Mortgage and Security Agreement, dated February 1, 2019, and recorded on February 1, 2019, in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 20190201000033030, as may be amended from time to time (the “**2019 Mortgage**” and with the 2019 Secured Note and all other loan documents evidencing the 2019 Secured Loan, the “**2019 Secured Loan Documents**”).
- D. The 2015 Secured Loan, the November 2015 Secured Loan and the 2019 Secured Loan are hereinafter, collectively, referred to as the “**Loans**”, the 2015 Secured Loan Documents, the November 2015 Secured Loan Documents and the 2019 Secured Loan Documents are hereinafter, collectively, referred to as the “**Loan Documents**” and the 2015 Mortgage, the November 2015 Mortgage and the 2019 Mortgage are hereinafter, collectively, referred to as the “**Mortgages**”.
- E. Assignee has acquired record title to properties encumbered by the Mortgages and has agreed to assume the obligations of the Loans arising from and after the date of this Agreement. Lender joins in this Agreement to consent to the assignment and assumption of the Loans from Assignor to Assignee.

Agreement

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

- 1. Assignment by Assignor. Assignor hereby bargains, sells, assign, transfers, conveys and sets over to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Loans and Loan Documents from and after the date hereof, to have and to hold the same unto Assignee and its successors and assigns forever.
- 2. Assumption by Assignee. Assignee hereby accepts such assignment and accepts and assumes from and after the date hereof, Assignor’s obligations as are contained in the Loans and Loan Documents.
- 3. Counterparts. This Agreement may be executed in counterparts and, taken together, such counterparts shall constitute one and the same Agreement, valid and binding on the parties.

[SIGNATURE PAGES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**ASSIGNOR:**

**SWS-TX REALTY, INC.,**  
a Texas corporation

By: *Kari Morgan*  
Name: *Kari Morgan*  
Its: *Director*

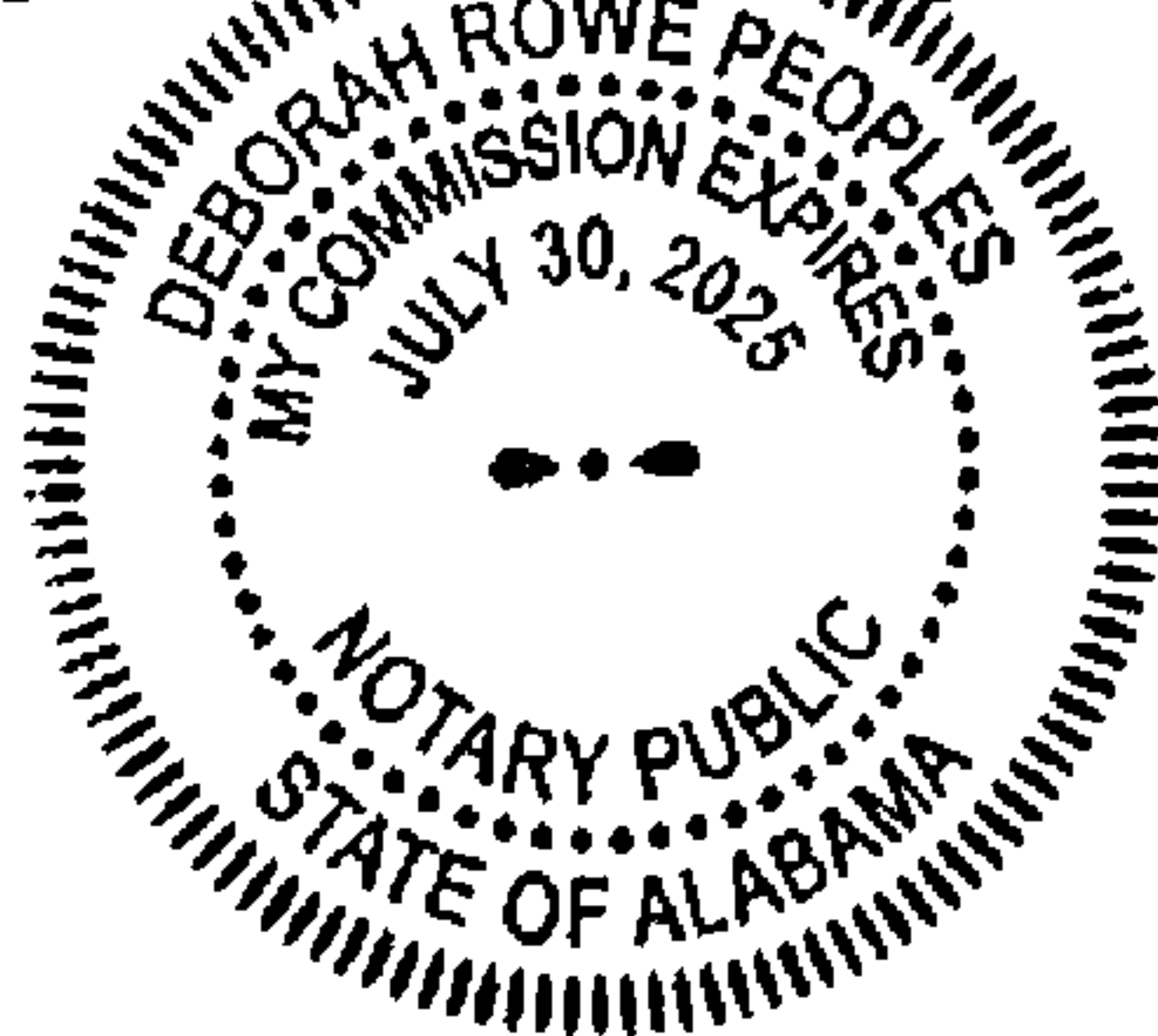
STATE OF *Alabama* )  
 )  
 )  
*Jefferson* COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that *Kari Morgan*, whose name as *Director* of SWS-TX Realty, Inc., a Texas corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, *she*, as such *Director* and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this *28th* day of December 2022.

*Deborah Rowe Peoples*  
Notary Public

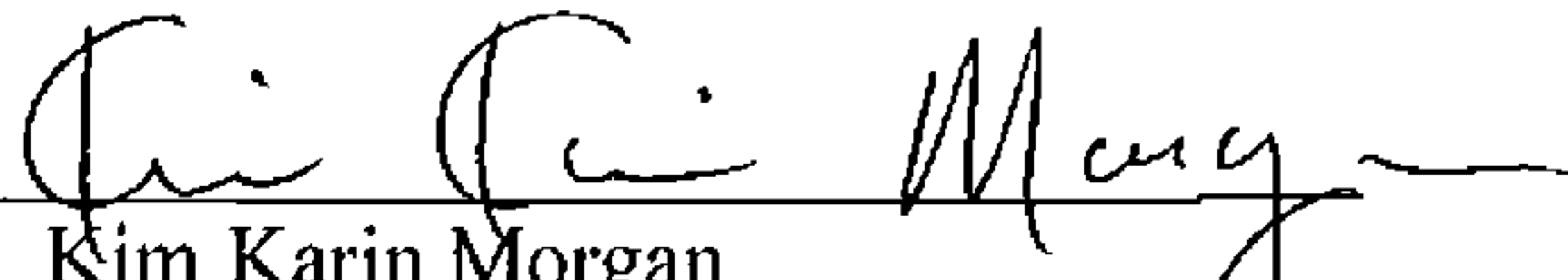
[NOTARY SEAL]



My commission expires: **July 30, 2025**

**ASSIGNEE:**

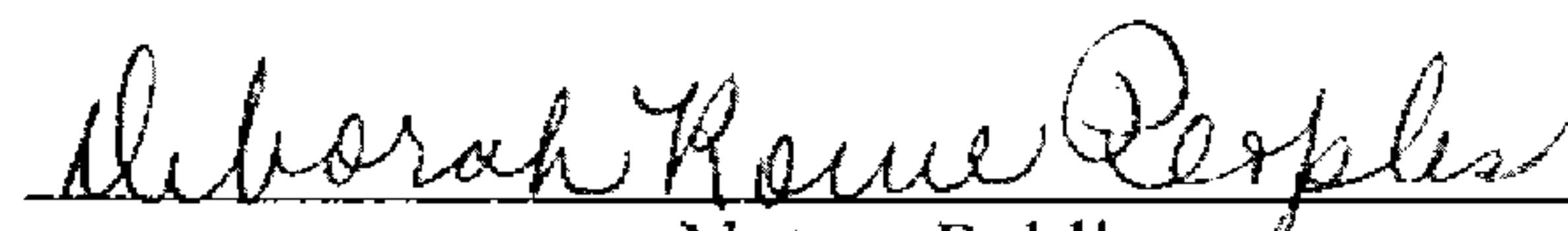
**MEDICAL BUILDING, LLC,**  
an Alabama limited liability company

By:   
Name: Kim Karin Morgan  
Its: Manager

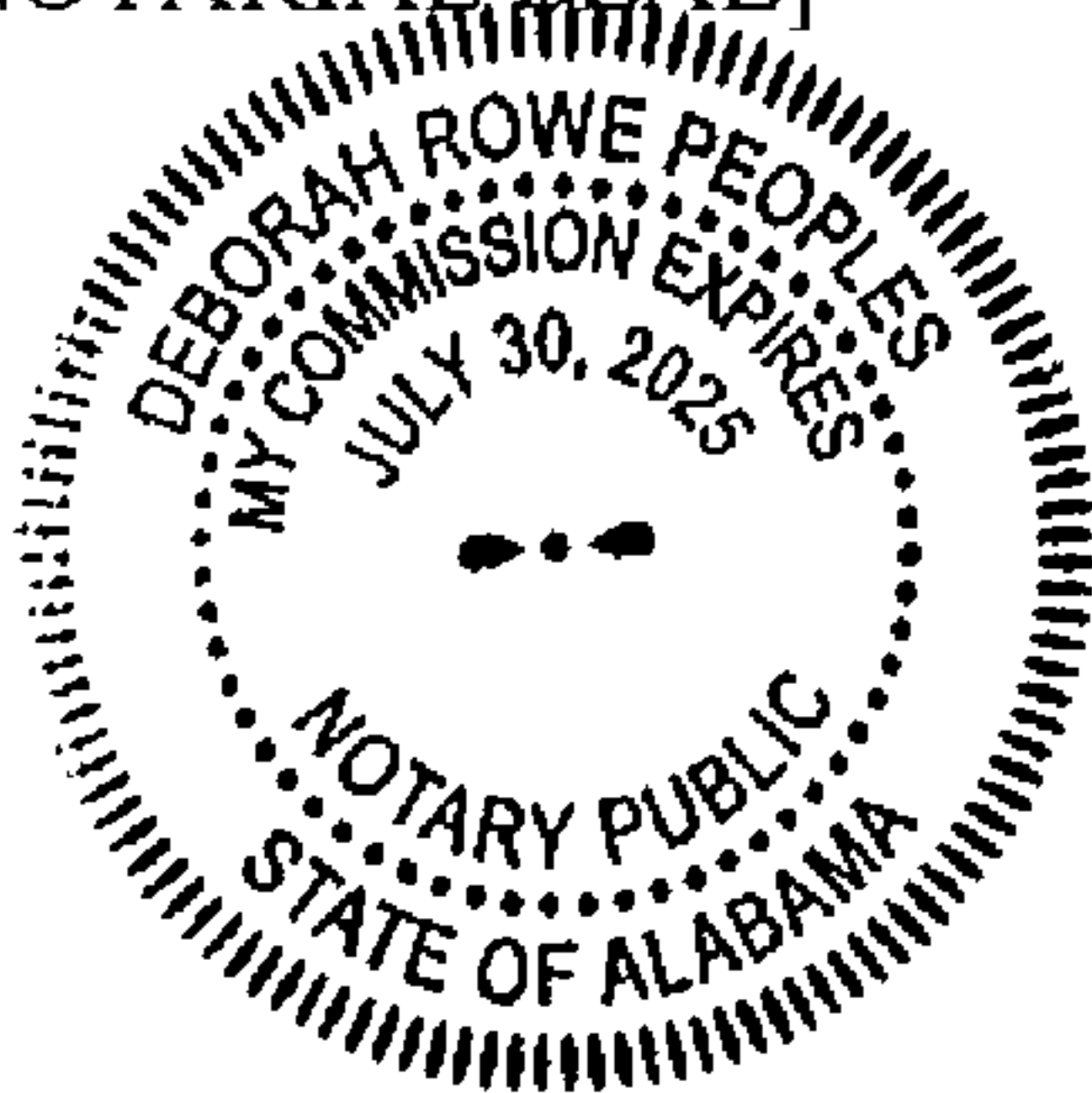
STATE OF Alabama )  
 )  
Jefferson COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kim Karin Morgan, whose name as Manager of Medical Building, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 28th day of December 2022.

  
Notary Public

[NOTARIAL SEAL]



My commission expires: My Commission Expires:  
July 30, 2025

**LENDER:**

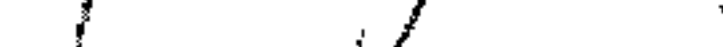
**OAKWORTH CAPITAL BANK,**  
an Alabama state banking corporation

By: Lane Wooley  
Name: Lane Wooley  
Its: Managing Director

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Lane Wooley, whose name as Managing Director of Oakworth Capital Bank, an Alabama state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 28 day of December 2022.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12-6-2024



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**01/03/2023 11:04:55 AM**  
**\$34.00 PAYGE**  
**20230103000001240**

Allie S. Bayal