

5/16/11 8:58:20
DK T BK 3,302 PG 666
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED
BY AND WHEN RECORDED
RETURN TO:

5/16/11 8:58:38
DK P BK 144 PG 503
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

UPS Chicago Title Insurance Company
171 N. Clark Street, 3rd Floor
Chicago, Illinois 60601-3294
Attn: Michael Stroker 621-1919

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No. 600230

Date: as of April 29, 2011

ASSIGNMENT OF LOAN DOCUMENTS

Recording Office: Chancery Clerk
County: DeSoto
State: Mississippi

Assignor: **LIBERTY LIFE INSURANCE COMPANY**, a South Carolina corporation (successor by merger to **BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA**),
2000 Wade Hampton Blvd.
Greenville, South Carolina 29615

Assignee: **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee corporation
2801 Highway 280 South
Birmingham, Alabama 35223
ATTN: Investment Department 3-3ML

Borrower/Mortgagor: **MARK D. UTLEY**, an individual

Trustee of Deed of Trust: **JAMES E. WOODS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, assign and transfer unto Assignee, its successors and assigns, all of the right, title, and interest of Assignor, in and to the Loan Documents as described in **Schedule 1** attached hereto and made a part hereof and which encumber the real property more particularly described on **Exhibit A** attached hereto and made a part hereof.

Assignor represents and warrants to Assignee that: (1) Assignor is the lawful owner of the Loan Documents, and has the full and complete right, authority and power to assign the Loan Documents to Assignee and (2) no other assignment of the Note or Loan Documents has been made by Assignor. Assignor makes no representation as to the absence of claims of offset, deduction, defenses or affirmative claims which may diminish the principal balance of the Note set forth above. This Assignment is made without recourse and without warranty except as specifically set forth in the above paragraph.

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

“ASSIGNOR”
LIBERTY LIFE INSURANCE COMPANY, a South Carolina corporation

By: Robert T. Coleman, III
Robert T. Coleman, III
Its: Vice President

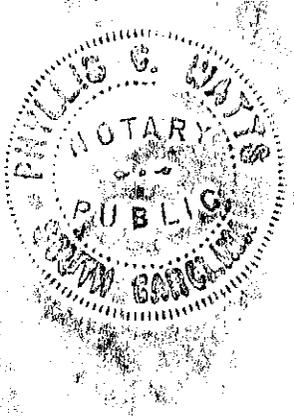
Assignee's Address:
2801 Highway 280 South
Birmingham, Alabama 35223
ATTN: Investment Department 3-3ML

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally came and appeared before me, the undersigned authority in and for the state and county aforesaid, Robert T. Coleman, III, who acknowledged that he is the Vice President of LIBERTY LIFE INSURANCE COMPANY, and that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, having been first duly authorized so to do.

Given under my hand and official seal of office on this the 9th day of March, 2011.



Phyllis C Watts
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
My Commission Expires: 5-23-2017
Phyllis C Watts

Schedule 1

The following loan documents, recorded where indicated in the Recording Office aforesaid, and all other agreements and documents, howsoever denominated, executed by or on behalf of the Borrower which further secure the Promissory Note described below and all other agreements and documents related thereto (including, without limitation, all Uniform Commercial Code Financing Statements, guaranties, indemnities, environmental indemnities, loan agreements, security agreements, title insurance policies, hazard insurance policies and similar documents), together with all renewals, amendments and modifications of any of the foregoing (collectively, the "Loan Documents"), are hereby assigned to Assignee:

<u><i>Loan Document</i></u>	<u><i>Date of Document</i></u>	<u><i>Recorded at: Book or Doc. No.</i></u>	<u><i>Page</i></u>
\$475,000 Promissory Note originally executed by MARK D. UTLEY, an individual	October 9, 2001	N/A	N/A
Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement	October 9, 2001	Book 1392	292
Assignment of Leases and Rents	October 9, 2001	Book 91	407
<i>All as affected by:</i>			
Modification Agreement	November 5, 2002	Book 1601	508

Loan No. **600230**

EXHIBIT A

Legal Description

Lot 18, Phase II, Section B, Professional Village at Crumpler Place situated in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 51, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

Together with Joint and Reciprocal Driveway Easement, which is evidenced by that certain agreement recorded October 2, 2001 in Book 400 at Page 356 of the Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi, which is twenty-four (24) feet in width and located twelve (12) feet on the North and South side of a line dividing Lots 18 and 19, Phase II, Section B, Professional Village at Crumpler Place situated in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 51, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

AS AMENDED BY THAT CERTAIN MODIFICATION AGREEMENT RECORDED IN BOOK 1601 AT PAGE 508 TO INCLUDE THE FOLLOWING:

Together with Joint and Reciprocal Driveway Easement Agreement which is evidenced that certain agreement recorded October 22, 2002 at 10:53 a.m. in Book 430, Page 660 of the Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi, which is twenty-four (24) feet in width and located twelve (12) feet on the North and South side of a line dividing Lots 17 and 18, Phase II, Section B, Professional Village at Crumpler Place situated in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 51, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi