  
20100505000138970 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
05/05/2010 11:10:48 AM FILED/CERT

This Document Prepared By and  
After Recording Return To:  
**MGC MORTGAGE, INC.**  
Attn: Carissa Golden, Manager  
Post Closing/Lien Release Dept.  
P.O. Box 251686  
Plano, Texas 75025-9933  
BC: 693200

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## **ASSIGNMENT OF MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

**APN No:** n/a

**Property Address:** 363 HIGHLAND VIEW DR, BIRMINGHAM, AL 35242

THIS ASSIGNMENT OF MORTGAGE (WITH FUTURE ADVANCE CLAUSE) (this "Assignment") is made by BEAL BANK, whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignor"), to and in favor of PROPERTY ACCEPTANCE CORP., whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignee").

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, the following:

1. that certain Mortgage (With Future Advance Clause) from Floyd Raymond Merrill, Jr and Josephine L Merrill, Husband and Wife, dated July 10, 2008 and recorded July 22, 2008, in Book n/a, at Page n/a, as Instrument No. 20080722000296170, recorded in the Clerk's Office of the County of Shelby, State of Alabama, (the "Mortgage (With Future Advance Clause)"), which Mortgage (With Future Advance Clause) secures that certain Promissory Note made by Floyd Raymond Merrill, Jr And Josephine L Merrill, executed by Floyd Raymond Merrill, Jr And Josephine L Merrill, in the original principal amount of \$200,000.00, dated July 10, 2008 and payable to the order of New South Federal Savings Bank, as renewed, extended, amended or modified (the "Note");
2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Mortgage (With Future

Advance Clause) and/or the Note and/or the loan evidenced by the Note, including without limitation the title insurance policies and hazard insurance policies relating thereto that are in effect.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered by its Authorized Representative as of the 14<sup>th</sup> day of April, 2010.

**BEAL BANK**

By: Allison Martin  
Allison Martin  
Vice President of MGC Mortgage, Inc.  
Attorney-In-Fact

Transfer to be effective May 1, 2010.

**POA to be recorded immediately prior to this assignment, or POA previously recorded \_\_\_\_\_, Instrument # \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_.**

**ACKNOWLEDGMENT**

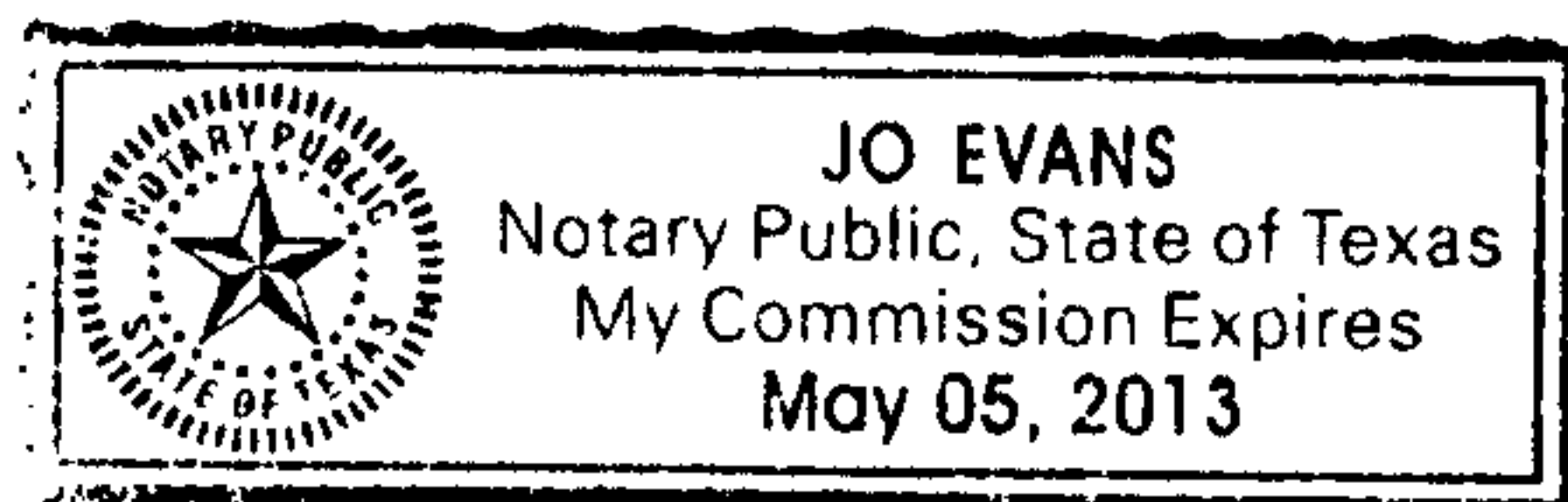
STATE OF TEXAS

§  
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COUNTY OF COLLIN

Before me, the undersigned, a Notary Public, on this day personally appeared **Allison Martin, Vice President of MGC Mortgage, Inc.**, who is personally well known to me (or sufficiently proven) to be the **Attorney-In-Fact of Beal Bank** and the person who executed the foregoing instrument by virtue of the authority vested in her, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 14<sup>th</sup> day of April, 2010.



A F F I X   N O T A R Y   S E A L

Jo Evans  
Notary Name: Jo Evans  
Notary Public, State of Texas  
My commission expires: May 5, 2013