

ASSIGNMENT OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

FOR VALUE RECEIVED, subject to the rights retained as described on Exhibit "A" attached hereto and made a part hereof, the undersigned, Eagle Mortgage Company, Inc., a Nevada corporation (hereinafter referred to as "Assignor" or "Mortgagor") hereby grants, assigns and transfers to those certain Beneficiaries listed on Exhibit "B" attached hereto and made a part hereof, as to an undivided 100.000%

beneficial interest under that certain Mortgage, Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated as of July 5, 2006, executed by Blackhawk Estates of Alabaster, LLC, a Nevada limited liability company, in favor of Assignor, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 2006 0714 000341330.

TOGETHER with the note or notes therein described or referred to, the money due to become due therein with interest, and all rights accrued or to accrue under said Mortgage, Deed of Trust, Security Agreement, Assignment of Rents, and Financing Statement.

Dated this 12TH day of July, 2006.

ASSIGNOR:

EAGLE MORTGAGE COMPANY, INC.,
A NEVADA CORPORATION

By: 
Charles A. Mohler, Vice President

20060728000363870 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/28/2006 09:40:45AM FILED/CERT

STATE OF NEVADA)

CLARK COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles A. Mohler, as Vice President of Eagle Mortgage Company, Inc., a Nevada 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 12TH day of July, 2006.

M. Sue Davison
Notary Public

AFFIX SEAL

My commission expires: 08-08-07



Escrow No.: 5116006321-EW

Exhibit "A"

Rights Retained by Assignor, as initial Mortgagee

Upon any assignment by Eagle Mortgage Company, Inc. (the initial Mortgagee) of its rights as Mortgagee hereunder, Eagle Mortgage Company, Inc. shall retain the right in its sole discretion to execute and deliver documents necessary to (a) the right to give written approval for any further encumbrance of the property; (b) the right to execute and deliver documents necessary to effectuate a Partial or Full Reconveyance when principal payments are paid to or for the Benefit of Beneficiaries or the note is paid in full; (c) the right to sign Tentative and/or Final Subdivision Maps; (d) the right to sign documentation necessary in connection with the creation of a municipal utility district encompassing the property (e) the right to sign documentation annexing real property into or excluding real property from the appropriate municipal utility district(s); (f) the right to sign easements, consents and/or other forms of conveyances, including consents to conveyances of utility facilities to a municipal utility district; (g) the right to sign consents to assignments of the proceeds of bond issues and/or bond anticipation notes of a municipal utility district; (h) the right to sign acknowledgements of receipt of the proceeds of bonds and/or bond anticipation notes issued by a municipal utility district; (i) the right to sign releases of assignments of proceeds of bonds and/or bond anticipation notes issued by a municipal utility district; and (j) the right to execute and deliver documents necessary to effectuate foreclosure proceedings which would cause the Mortgagee or its agent, to issue a Deed in favor of the beneficiaries as each of their interests appear.

EXHIBIT "B"



20060728000363870 4/4 \$20.00
 Shelby Cnty Judge of Probate, AL
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BORROWER: BLACKHAWK ESTATES OF ALABASTER, LLC, a Nevada limited liability company

	<u>Principal Balance</u>
Jill D. Reed, an unmarried woman, as to an undivided 31.818% interest,	\$ 3,500,000.00
R. Kirby Reed, Trustee of the Reed 1975 Trust, as to undivided 23.364% interest,	2,570,000.00
R. Kirby Reed, M.D., Ltd., a Nevada professional corporaton, as to undivided 17.455% interest,	1,920,000.00
Cecil H. Crawford, Trustee of the CHC 1984 Trust, as to an undivided 9.091% interest,	1,000,000.00
Carl L. Bailey, Trustee of the Carl L. Bailey and Audrey G. Bailey Family Trust, as to an undivided 4.545% interest,	500,000.00
NF Realty Growth Fund, Ltd., a Texas limited partnership, as to an undivided 4.545% interest,	500,000.00
Charles V. Owen, Trustee of the Owen 1979 Survivors Trust, as to an undivided 2.273% interest,	250,000.00
Jack E. Cason and Maxine Cason, Trustees of the Jack E. Cason & Maxine Cason Family Trust, as to an undivided 0.909% interest,	100,000.00
Patrick J. Cason, a single man, as to an undivided 0.909% interest,	100,000.00
Rick Neilson, Trustee of The Neilson Family Trust, as to an undivided 0.909% interest,	100,000.00
Daniel M. Warsinger, a single man, as to an undivided 0.909% interest,	100,000.00
Richard H. Warsinger, a single man, as to an undivided 0.909% interest,	100,000.00
Kenneth W. Schmutz and Susan M. Schmutz, Trustees of The Kenneth Schmutz & Susan Schmutz Family Trust, as to an undivided 0.773% interest,	85,000.00
John E. Oddieo and Dorothy F. Oddieo, Trustees of the Oddieo Family Trust, as to an undivided 0.682% interest, and	75,000.00
Eagle Investment Services, Inc., a Nevada corporation, as to an undivided 0.909% interest.	<u>100,000.00</u>
	<u>\$ 11,000,000.00</u>