

# 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 2.622%

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. 20060714000341330.

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 12<sup>TH</sup> day of October, 2006.

ASSIGNOR:

REED 1975 TRUST

By:   
R. Kirby Reed, Trustee



20061025000527470 2/4 \$20.00  
Shelby Cnty Judge of Probate,AL  
10/25/2006 03:49:29PM FILED/CERT

STATE OF NEVADA )

CLARK COUNTY )

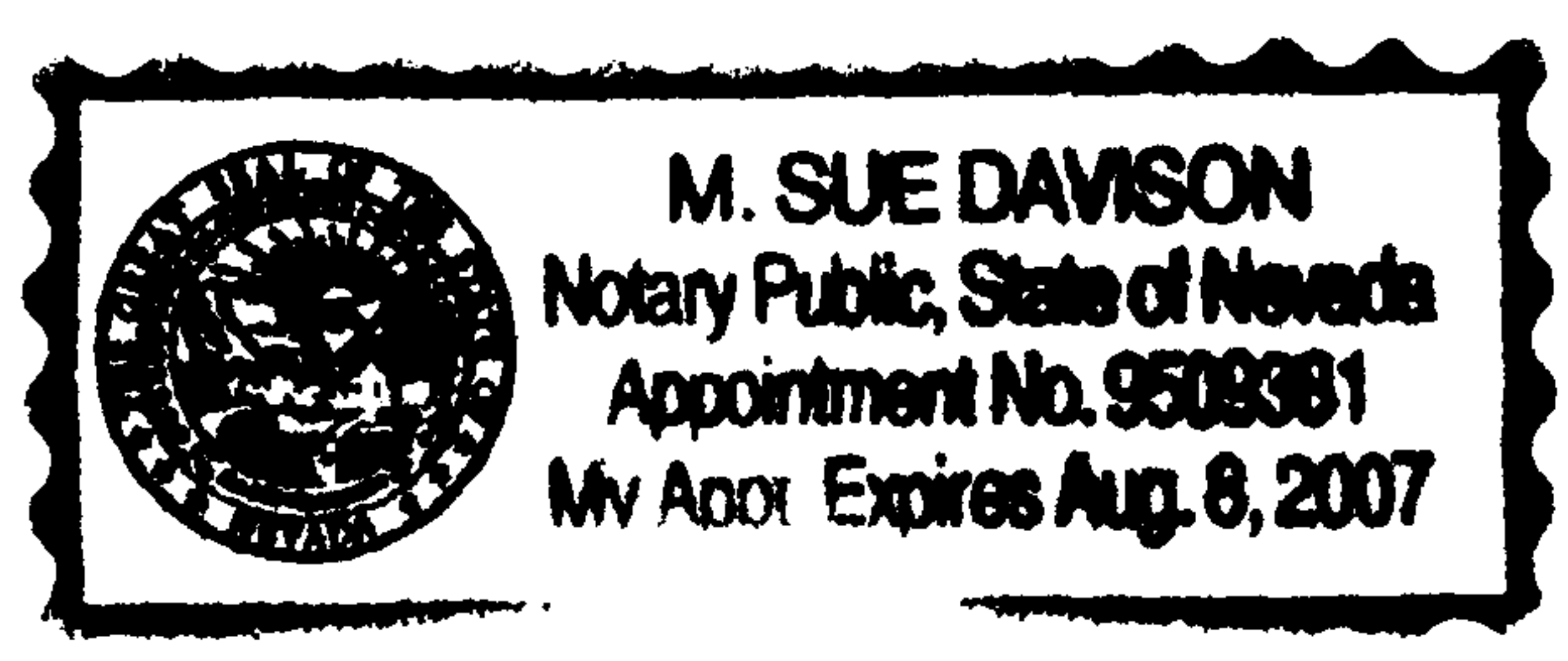
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Kirby Reed, as Trustee of the Reed 1975 Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this the 12<sup>th</sup> day of October, 2006.


M Sue Davison  
Notary Public

AFFIX SEAL

My commission expires: 08-08-07



Escrow No.: 5116006321-EW


  
20061025000527470 3/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
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## 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 Trustee to issue a Deed in favor of the Beneficiaries as each of their interests appear and the right to take necessary actions to collect monies due.

EXHIBIT "B"

  
20061025000527470 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>
Alton Farms, a Montana corporaton, as to undivided 2.345% interest,	257,983.47
R. Kirby Reed, Custodian of Susan A. B. Rossiter, as to undivided 0.168% interest, and	18,500.00
R. Kirby Reed, Partner of the Arval Limited Partnership, as to an undivided 0.109% interest.	<u>12,000.00</u>
	<u>\$ 288,483.47</u>