



20070220000279560 1/3  
 Bk: LR200703 Pg:16156  
 Jefferson County, Alabama  
 I certify this instrument filed on:  
 02/20/2007 08:28:04 AM AS  
 Judge of Probate- Alan L. King



20070301000091620 1/3 \$17.00  
 Shelby Cnty Judge of Probate, AL  
 03/01/2007 08:18:35AM FILED/CERT

# 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, R. Kirby Reed, Trustee of the Reed 1975 Trust (hereinafter referred to as "Assignor" or "Mortgagor") hereby grants, assigns and transfers to R. Kirby Reed, M.D., Ltd., a Nevada professional corporation,  
as to an undivided 17.455%

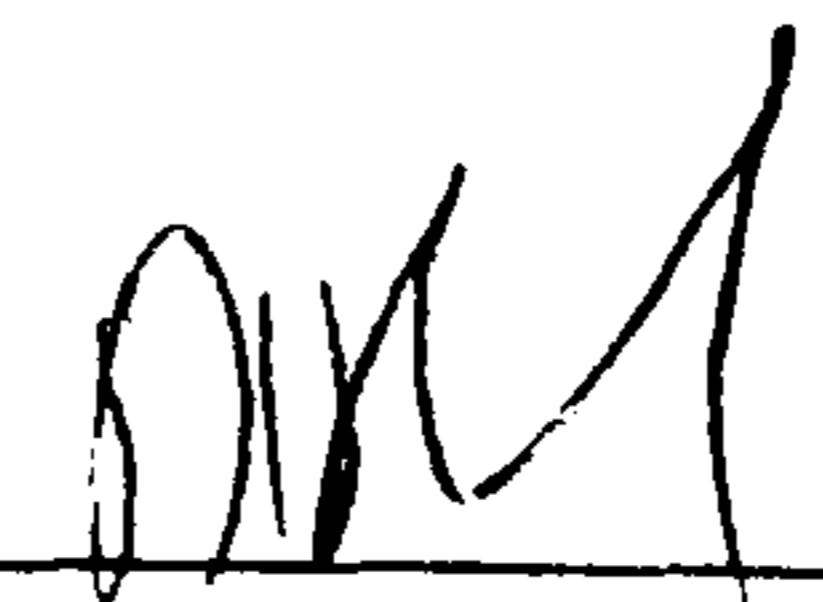
beneficial interest under that certain Mortgage, Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated as of July 5, 2006, executed by Blackhawk Estates of Alabaster, LLC, a Nevada limited liability company, in favor of Assignor, as recorded in the Office of the Judge of 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 day of December, 2006.

ASSIGNOR:

REED 1975 TRUST

By:   
 R. Kirby Reed, Trustee

STATE OF NEVADA )

CLARK COUNTY )

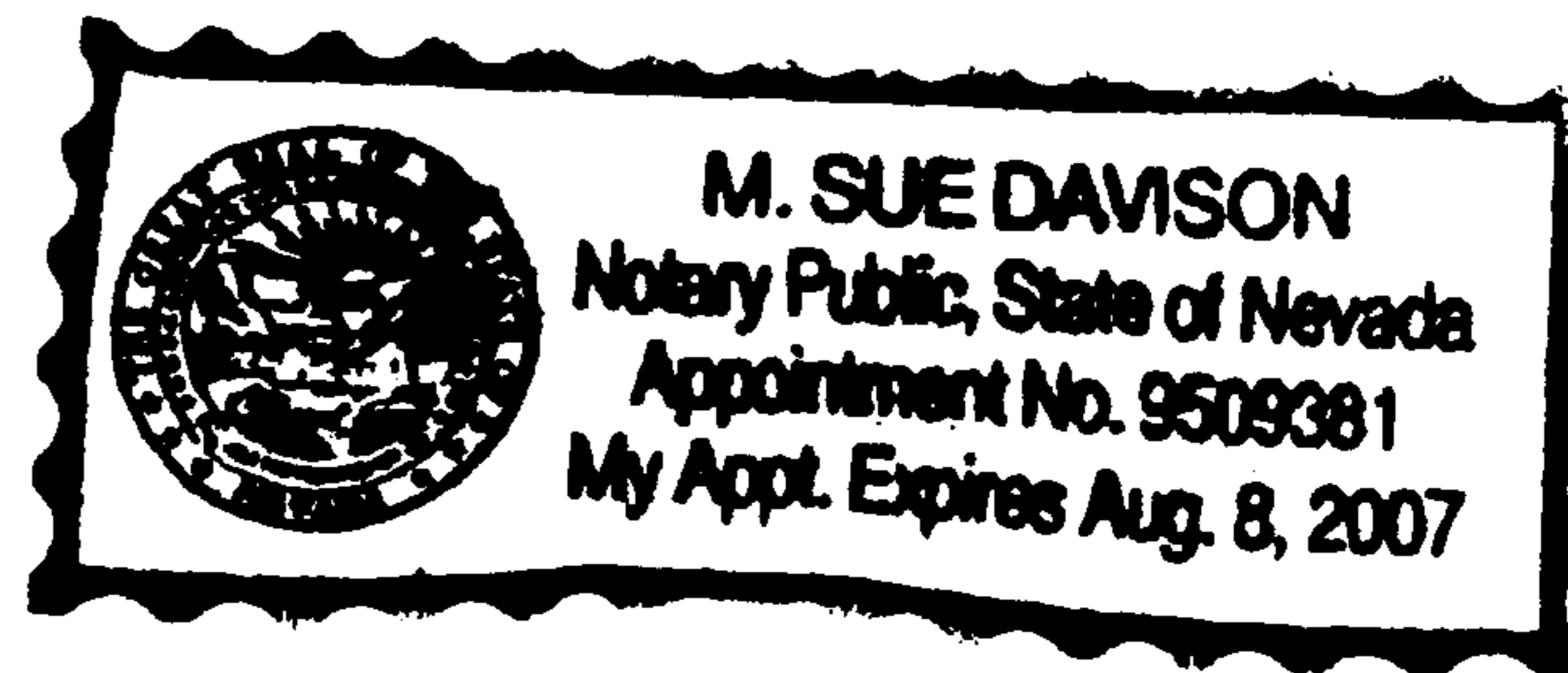
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Kirby Reed, Trustee of the Reed 1975 Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed 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 December, 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 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; and (k) the right to adopt and pursue all lawful ways and means to collect, enforce, and recover all of such collateral property, monies, and rights in the Note, personal and corporate guarantees, including all interest, attorney's fees, and costs allowed under the loan documents.

20070220000279560 3/3  
Bk: LR200703 Pg: 16156  
Jefferson County, Alabama  
02/20/2007 08:28:04 AM AS  
Fee - \$9.50

Total of Fees and Taxes-\$9.50  
LINDA