

# 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 June 5, 2007, 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. 20070611000272530

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 7<sup>TH</sup> day of June, 2007.

ASSIGNOR:

EAGLE MORTGAGE COMPANY, INC.,  
A NEVADA CORPORATION

By: Charles A. Mohler  
Charles A. Mohler, Vice President

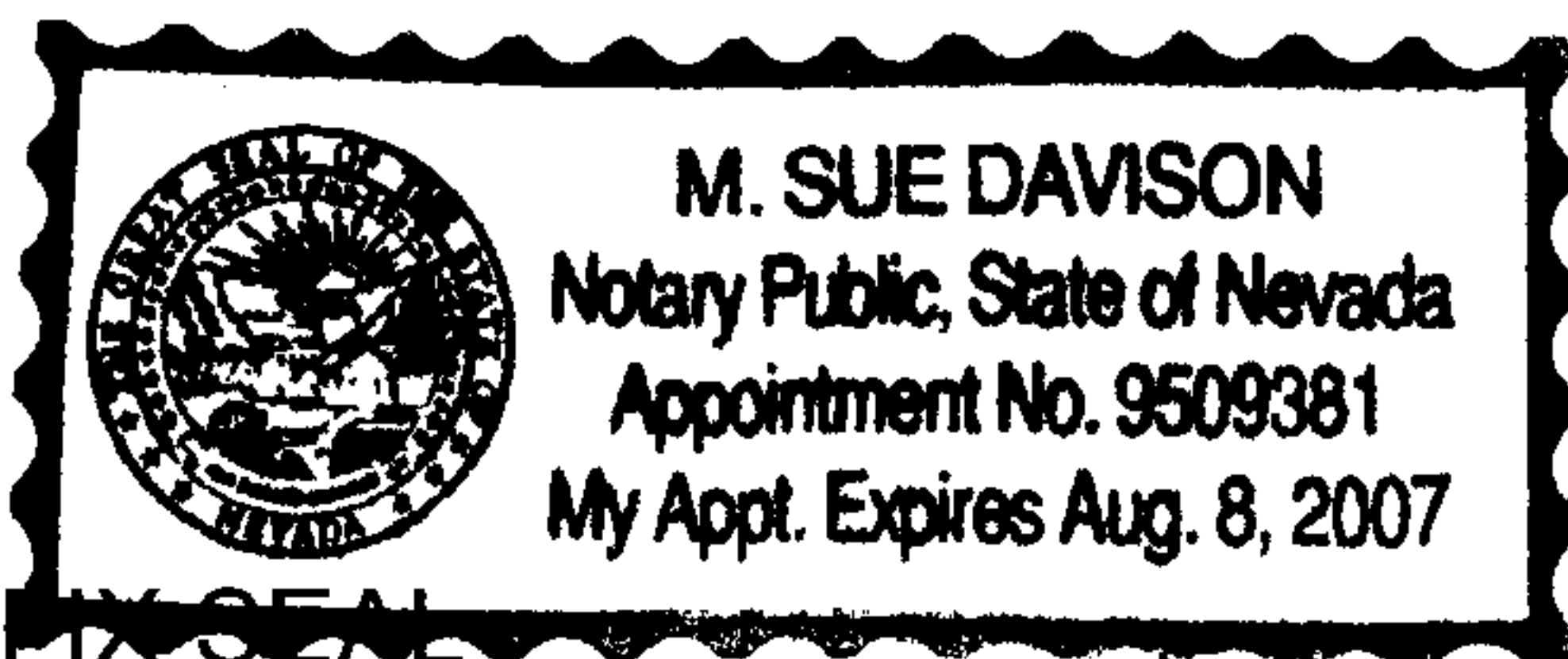
20070611000272540 2/8 \$77.00  
Shelby Cnty Judge of Probate, AL  
06/11/2007 02:43:18PM FILED/CERT

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 7<sup>TH</sup> day of June, 2007.



M Sue Davison  
Notary Public

My commission expires: 08-08-07

Escrow No.: 5115010661-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; (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; 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.



# EXHIBIT "B"

20070611000272540 4/8 \$77.00  
Shelby Cnty Judge of Probate, AL  
06/11/2007 02:43:18PM FILED/CERT

BORROWER: BLACKHAWK ESTATES OF ALABASTER, LLC, a Nevada limited liability company

|   | Principal<br>Balance |
|---|----------------------|
| Jill D. Reed, Trustee of the Jill D. Reed Living Trust, as to undivided 16.667% interest,   | \$ 3,500,000.00      |
| R. Kirby Reed, Trustee of the Reed 1975 Trust, as to undivided 14.110% interest,  | 2,963,000.00         |
| Alton Farms, a Montana corporation, as to undivided 1.887% interest,  | 396,180.00           |
| R. Kirby Reed, M.D., Ltd., a Nevada professional corporaton, as to undivided 0.405% interest,   | 85,000.00            |
| R. Kirby Reed, Custodian of Susan A. B. Rossiter, as to undivided 0.088% interest,  | 18,500.00            |
| R. Kirby Reed, Partner of the Arval Limited Partnership, as to undivided 0.057% interest,   | 12,000.00            |
| Eldon A. Mohler and Linda Lee Mohler, Trustees of the Mohler 1973 Trust, as to an undivided 5.429% interest,                            | 1,140,000.00         |
| Eldon A. Mohler and Linda Lee Mohler, Partners of the E & L Mohler 2005 Family Limited Partnership, as to an undivided 0.286% interest, | 60,000.00            |
| Nasser Binafard, a married man, as to an undivided 4.762% interest,   | 1,000,000.00         |
| Cecil H. Crawford, Trustee of the CHC 1984 Trust, as to an undivided 4.762% interest,   | 1,000,000.00         |
| NF Realty Growth Fund, Ltd., a Texas limited partnership, as to an undivided 4.762% interest,   | 1,000,000.00         |
| Carl L. Bailey, Trustee of the Carl L. Bailey and Audrey G. Bailey Family Trust, as to an undivided 2.381% interest,                    | 500,000.00           |
| Gregory T. Bigler, Trustee of The Bigler Family Trust, as to an undivided 2.381% interest,  | 500,000.00           |
| Steven K. Burk and Carol L. Burk, as husband and wife, as to an undivided 2.381% interest,  | 500,000.00           |

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|  |            |
|--|------------|
| Claire B. Hess, Trustee of the Terry L. Hess & Claire B. Hess Family Trust, as to an undivided 1.429% interest,                            | 300,000.00 |
| Vahag M. Kanian, Trustee of the Vahag & Helen Kanian Trust, as to an undivided 1.429% interest,  | 300,000.00 |
| James Alan Usgaard, Trustee of the Usgaard Family Trust, as to an undivided 1.429% interest,   | 300,000.00 |
| J. L. Gilbert and Karen O. Gilbert, Trustees of the Gilbert Living Trust, as to an undivided 1.190% interest,                              | 250,000.00 |
| Charles V. Owen, Trustee of the Owen 1979 Survivors Trust, as to an undivided 1.190% interest,   | 250,000.00 |
| Joesph J. Ream and Kay Ream, Trustees of the Joseph & Kay Ream Family Trust, as to an undivided 1.190% interest,                           | 250,000.00 |
| Jack E. Cason and Maxine Cason, Trustees of the Jack E. Cason & Maxine Cason Family Trust, as to an undivided 0.952% interest,             | 200,000.00 |
| Patrick J. Cason, a single man, as to an undivided 0.952% interest,  | 200,000.00 |
| Gregory A. Crawford, Trustee of the Gregory A. Crawford Trust, as to an undivided 0.952% interest,   | 200,000.00 |
| Fred David, a married man, as to an undivided 0.952% interest,   | 200,000.00 |
| Bruce W. Gamett, Trustee of the Mark W. Gamett & Evelyn Gamett Family Trust, as to an undivided 0.952% interest,                           | 200,000.00 |
| Rambod Etessami, Trustee of the Rambod and Pegah Etessami Family Trust, as to an undivided 0.952% interest,                                | 200,000.00 |
| Rick Neilson, Trustee of The Neilson Family Trust, as to an undivided 0.952% interest,   | 200,000.00 |
| Frederick Rowland, Trustee of The Frederick Rowland & Lorraine R. Rowland Revocable Living Trust, as to an undivided 0.952% interest,      | 200,000.00 |
| Kenneth W. Schmutz and Susan M. Schmutz, Trustees of The Kenneth Schmutz & Susan Schmutz Family Trust, as to an undivided 0.952% interest, | 200,000.00 |



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|  |            |
|--|------------|
| Elaine Spilsbury, Trustee of the Marlowe Y. Spilsbury & Elaine Spilsbury Family Trust, as to an undivided 0.952% interest,                       | 200,000.00 |
| Kevin L. Adams and Debra Parris Adams, as husband and wife, as to an undivided 0.714% interest,  | 150,000.00 |
| Susan O. Crawford, Trustee of the Susan O. Crawford Trust, as to an undivided 0.714% interest,   | 150,000.00 |
| Cecilia G. Garcia, a married woman, as to an undivided 0.595% interest,  | 125,000.00 |
| James R. Owen and Barbara Owen, as husband and wife, as to an undivided 0.595% interest,   | 125,000.00 |
| Rambod Eteessami, Trustee of the Bahman Azarmi Revocable 2003 Trust, as to an undivided 0.476% interest,   | 100,000.00 |
| Roger M. Bryan and Ann T. Bryan, Trustees of the Bryan Family Trust, as to an undivided 0.476% interest,   | 100,000.00 |
| Karen Layne, President of the Edna Rose Crane Educational Foundation, as to an undivided 0.476% interest,  | 100,000.00 |
| Abdollah Eteessami and Mahin Eteessami, Trustees of the Abdollah Eteessami and Mahin Eteessami Family Trust, as to an undivided 0.476% interest, | 100,000.00 |
| Nile Leatham, Trustee of the Leatham Family Trust 2000, as to undivided 0.476% interest,   | 100,000.00 |
| Gary R. Miller and Karen C. Miller, husband and wife, as to an undivided 0.476% interest,  | 100,000.00 |
| Eldon A. Mohler, Trustee of Mohler Investments, as to an undivided 0.476% interest,  | 100,000.00 |
| Dorothy F. Oddieo, Trustee of the Oddieo Family Trust, as to an undivided 0.476% interest,   | 100,000.00 |
| Wesley S. Owen, a married man, as to an undivided 0.476% interest,   | 100,000.00 |
| D. Shane Peck and Ranae W. Peck, husband and wife, as to an undivided 0.476% interest,   | 100,000.00 |

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|  |                         |
|--|-------------------------|
| Astrid M. Volkert, Trustee of the Volkert 1985 Trust, as to an undivided 0.476% interest,                  | 100,000.00              |
| Daniel M. Warsinger, a single man, as to an undivided 0.476% interest,                                     | 100,000.00              |
| Richard H. Warsinger, a single man, as to an undivided 0.476% interest,                                    | 100,000.00              |
| James W. Wilcox and Melodee P. Wilcox, as husband and wife, as to an undivided 0.476% interest,            | 100,000.00              |
| First Savings Bank custodian fbo Steven T. Giorgione SEP-IRA #9903695, as to an undivided 0.452% interest, | 95,000.00               |
| Wakova Carter, a single man, as to an undivided 0.358% interest,   | 75,000.00               |
| Lloyd R. Larimer and Alice M. Larimer, as husband and wife, as to an undivided 0.358% interest,            | 75,000.00               |
| David A. Lake and Lucille Lake, as husband and wife, as to an undivided 0.238% interest,                   | 50,000.00               |
| First Savings Bank custodian fbo Nancy J. Giorgione IRA #9903694, as to an undivided 0.119% interest, and  | 25,000.00               |
| Eagle Investment Services, Inc., a Nevada corporation, as to an undivided 11.458% interest.                | <u>2,405,320.00</u>     |
|  | <u>\$ 21,000,000.00</u> |



## Exhibit "A"

### Legal Description

#### PARCEL I:

Beginning at the northeast corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 01° 17' 35" E along the east line of Section 25 for a distance of 2693.45 feet to an iron rod; thence N 86° 44' 16" W for a distance of 1330.10 feet to an axle; thence N 00° 59' 44" W for a distance of 2685.71 feet to a railroad rail; thence S 87° 01' 38" E for a distance of 1315.60 feet to a railroad rail and the point of BEGINNING.

#### PARCEL II:

BEGINNING at a 2" iron pipe at the SW Corner of Section 30, Township 21 South, Range 2 West, thence N 01° 26' 39" W and along the west line of Section 30 a distance of 2662.65 feet to an iron pipe; thence N 01° 17' 35" W and along the west line of Section 30 a distance of 2693.45 feet to a railroad rail; thence S 88° 47' 05" E and along the north line of Section 30 a distance of 2651.12 feet to a railroad rail; thence S 88° 49' 08" E and along the north line of Section 30 a distance of 168.58 feet to a rebar; thence S 23° 36' 05" E a distance of 177.10 feet to a capped iron; thence S 72° 44' 28" W a distance of 1451.47 feet to a capped iron; thence N 80° 28' 09" W a distance of 954.51 feet to a capped iron; thence S 31° 00' 16" W a distance of 493.88 feet to a capped iron; thence S 12° 48' 21" E a distance of 3121.24 feet to a capped iron; thence S 32° 49' 48" E a distance of 684.03 feet to a capped iron; thence S 88° 59' 41" E for a distance of 819.80 feet to a capped iron; thence N 52° 08' 09" E a distance of 743.40 feet to a grader blade; thence S 01° 8' 51" E a distance of 666.99 feet to a 1/2" iron pipe; thence N 88° 59' 41" W a distance of 1339.11 feet to a grader blade; thence S 01° 29' 34" E a distance of 655.00 feet to a rebar; thence N 88° 22' 54" W a distance of 1291.41 feet to a 1/2" iron pipe; thence S 00° 10' 25" E a distance of 427.40 feet to a 1/2" iron pipe; thence N 81° 14' 04" W and along the northerly right-of-way of Shelby County Road 12 a distance of 51.31 feet to a 1/2" iron pipe; thence N 00° 05' 25" W a distance of 421.07 feet; to the point and place of BEGINNING.

#### PARCEL III:

Lot 1-A and 2-A, according to the Map of Spain Estates, in Section 25, Township 21 South, Range 3 West, as recorded in Map Book 5, Page 32, in the Probate Office of Shelby County, Alabama.

All lying and being situated in Shelby County, Alabama.