

# 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.

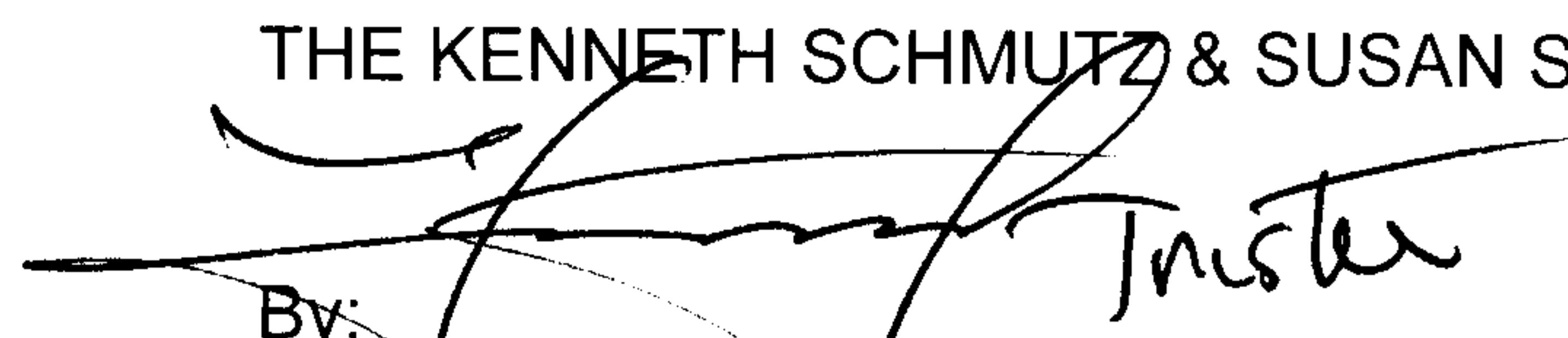
FOR VALUE RECEIVED, subject to the rights retained as described on Exhibit "A" attached hereto and made a part hereof, the undersigned, Kenneth W. Schmutz and Susan M. Schmutz, Trustees of The Kenneth Schmutz & Susan Schmutz Family Trust (hereinafter referred to as "Assignor" or "Mortgagor") hereby grants, assigns and transfers to Alabaster Irrevocable Trust, as to an undivided 0.952% beneficial interest under that certain Mortgage, Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated as of June 6, 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 12<sup>th</sup> day of ~~April~~<sup>May</sup>, 2008.

ASSIGNOR:

THE KENNETH SCHMUTZ & SUSAN SCHMUTZ FAMILY TRUST

By:   
Kenneth W. Schmutz, Trustee

By:   
Susan M. Schmutz, Trustee

STATE OF NEVADA )

COUNTY OF CLARK )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth W. Schmutz and Susan M. Schmutz, Trustees of The Kenneth Schmutz & Susan Schmutz Family Trust, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily.

Given under my hand and official seal this the 12<sup>th</sup> day of <sup>May</sup>~~April~~, 2008.



*Jennifer L. Drohn*  
Notary Public

AFFIX SEAL

My commission expires: Jan 6, 2012

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.