  
20100708000216820 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
07/08/2010 12:12:11 PM FILED/CERT

This Document Prepared By and  
After Recording Return To:  
**MGC MORTGAGE, INC.**  
Attn: Carissa Golden, Manager  
Post Closing/Lien Release Dept.  
P.O. Box 251686  
Plano, Texas 75025-9933  
BC: 703499

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*Record 3rd*

**ASSIGNMENT OF FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF  
RENTS AND LEASES AND SECURITY AGREEMENT (ALABAMA)**

THIS ASSIGNMENT OF FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (ALABAMA) (this "Assignment") is made by PROPERTY ACCEPTANCE CORP., whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignor"), to and in favor of LPP MORTGAGE LTD., a Texas limited partnership, whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignee").

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, the following:

1. that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) from Jebco, Inc., dated May 15, 2006 and recorded May 17, 2006, in Book n/a, at Page n/a, as Instrument No. 20060517000234390, recorded in the Clerk's Office of the County of Shelby, State of Alabama, (the "Mortgage"), which Mortgage secures that certain Promissory Note (Construction Loan Master Note) made by Jebco, Inc., executed by James E. Bishop, Its President, in the original principal amount of \$816,000.00, dated May 15, 2006 and payable to the order of New South Federal Savings Bank, a Federally Chartered Savings Bank, as renewed, extended, amended or modified (the "Note");

**Legal Description: See attached Exhibit "A"**

2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement

(Alabama) and/or the Note and/or the loan evidenced by the Note, including without limitation the title insurance policies and hazard insurance policies relating thereto that are in effect.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered by its Authorized Representative as of the 28th day of April, 2010.

**BEAL BANK**

By: Allison Martin  
Allison Martin  
Vice President of MGC Mortgage, Inc.  
Attorney-In-Fact

Transfer Effective January 9, 2010

**POA to be recorded immediately prior to this assignment, or POA recorded \_\_\_\_\_, 2010, Instrument # \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.**

**ACKNOWLEDGMENT**

STATE OF TEXAS

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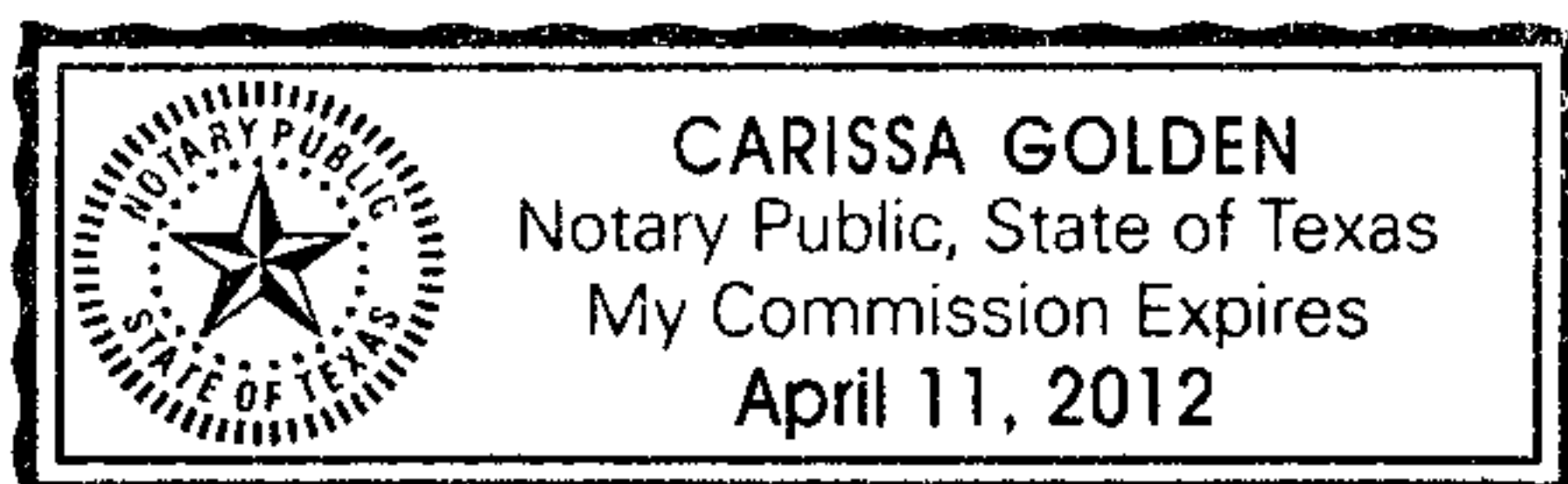
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COUNTY OF COLLIN

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Before me, the undersigned, a Notary Public, on this day personally appeared **Allison Martin, Vice President of MGC Mortgage, Inc.**, who is personally well known to me (or sufficiently proven) to be the **Attorney-In-Fact of Beal Bank** and the person who executed the foregoing instrument by virtue of the authority vested in her, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 28th day of April, 2010.



Carissa Golden  
Notary Name: Carissa Golden  
Notary Public, State of Texas  
My commission expires: April 11, 2012

A F F I X NOTARY SEAL



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# **EXHIBIT A**

## **Description of Mortgaged Property**

Lots 2, 3, 4, 5, 9, 20, 25 and 27, according to the Survey of Habersham Place, as recorded in Map Book 37, Page 1 A and B, in the Probate Office of Shelby County, Alabama.