

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: 700557

Record 1st

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 FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for New South Federal Savings Bank, Irondale, Alabama, whose address is 1601 Bryan Street, Dallas, Texas 75201 ("Assignor"), to and in favor of BEAL BANK, whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignee"), pursuant to the terms of that certain Purchase and Assumption Agreement, (the "Purchase Agreement"), effective December 18, 2009, between Federal Deposit Insurance Corporation in its Corporate and/or Receivership Capacity (the "FDIC") and Beal Bank.

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

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, except as expressly set forth in the Purchase Agreement, the following:

1. that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) from American Homes and Land Corporation, a Georgia corporation, dated June 2, 1999, and recorded June 3, 1999, in Book n/a, at Page n/a, as Instrument No. 1999-23335, recorded in the Clerk's Office of the County of Shelby, State of Alabama, (the "Future Advance Mortgage"), which Future Advance Mortgage secures that certain Promissory Note made by American Homes and Land Corporation, a Georgia corporation, executed by Gary W. Thomas, Its Pres., in the original principal amount of \$3,579,760.00, dated June 2, 1999 and payable to the order of New South Federal 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 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 June, 2010.

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for New South Federal
Savings Bank, Irondale, Alabama

By: [Signature]
Stella Hess, Senior Vice President/COO
MGC Mortgage, Inc.
Attorney-In-Fact

POA to be recorded immediately prior to this
assignment, or POA previously recorded 4-14-10,
Instrument #4, in Book , at Page
 . *20100414000114150

ACKNOWLEDGMENT

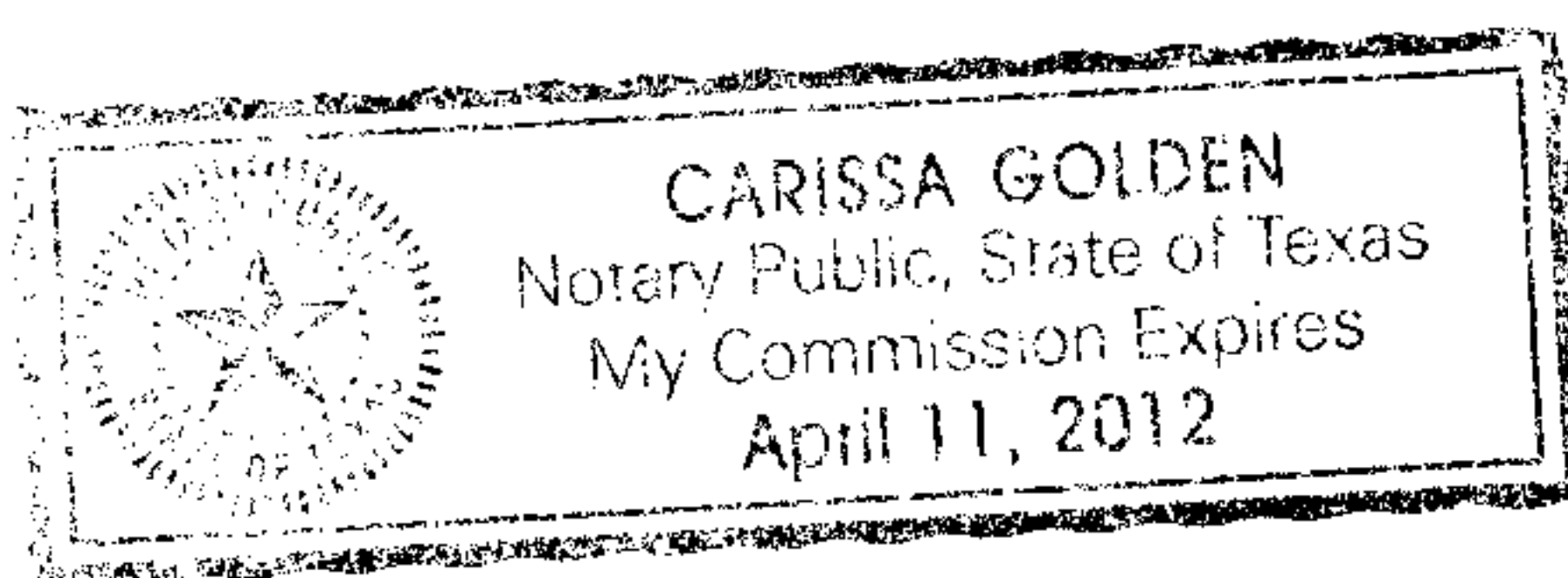
STATE OF TEXAS

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COUNTY OF COLLIN

Before me, the undersigned, a Notary Public, on this day personally appeared Stella Hess, Senior Vice President/COO of MGC Mortgage, Inc., the Attorney-In-Fact of Federal Deposit Insurance Corporation as Receiver for New South Federal Savings Bank, Irondale, Alabama, who is personally well known to me (or sufficiently proven) to be 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 June, 2010.



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

AFFIX NOTARY SEAL

EXHIBIT A

20100727000239550 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
07/27/2010 12:46:00 PM FILED/CERT

A parcel of land situated in Sections 19, 20 and 30, Township 20 South, Range 3 West and Section 25, Township 20 South, Range 4 West in Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron found at the northeast corner of Section 20, Township 20 South, Range 3 West and run south 0°-00'-26" west for a distance of 2676.15 feet to a 3" capped iron locally accepted to be at the southeast corner of the northeast quarter of said Section 20; thence run north 88°-46'-03" west for a distance of 1312.22 feet to a 3" capped iron locally accepted to be at the southwest corner of the southeast quarter of the northeast quarter of said Section 20; thence run south 0°-00'-45" west for a distance of 1333.63 feet to a 3" capped iron locally accepted to be at the southeast corner of the northwest quarter of the southeast quarter of said Section 20; thence run north 88°-29'-39" west for a distance of 1314.43 feet to a 3" capped iron locally accepted to be at the southwest corner of the northwest quarter of the southeast quarter of said Section 20; thence run south 0°-03'-02" west for a distance of 1331.67 feet to a 3" capped iron locally accepted to be at the southeast corner of the southwest quarter of said Section 20; thence run north 88°-22'-26" west for a distance of 2629.79 feet to a 3" capped iron locally accepted to be at the southwest corner of said Section 20; thence run south 0°-11'-28" west for a distance of 1320.14 feet to a 3" capped iron locally accepted to be at the southeast corner of the northeast quarter of the northeast quarter of said Section 30; thence run south 89°-42'-33" west for a distance of 1312.29 feet to a 3" capped iron locally accepted to be at the southwest corner of said quarter-quarter section; thence run south 0°-14'-47" west for a distance of 2649.32 feet to a 3" capped iron locally accepted to be at the southeast corner of the northwest quarter of the southeast quarter of said Section 30; thence run south 89°-47'-09" west for a distance of 1315.02 feet to a 3" capped iron locally accepted to be at the southwest corner of said quarter-quarter section; thence run south 00°-18'-35" west for a distance of 1322.52 feet to a 3" capped iron locally accepted to be at the southeast corner of the southwest quarter of said Section 30; thence run south 89°-34'-30" west for a distance of 1805.08 feet, more or less, to be the center line of the Cahaba River; thence run along the meandering of the centerline of the Cahaba River in a generally northeasterly direction for a distance of 20,000 feet, more or less, to a point of intersection with the southeasterly right-of-way line of Shelby County Highway No. 52; thence turn an angle to the right and run in a northeasterly direction along the southeasterly right-of-way line of Shelby County Highway No. 52 for a distance of 3000 feet, more or less, to a point of intersection with the north line of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama; thence turn an angle to the right and run in an easterly direction along the north line of said Section 20 for a distance of 2765.99 feet, more or less, to the point of beginning. Containing 687.9 acres, more or less.

Less and except those parcels as described in Instrument #1997-37337 and Instrument #1998-44665, as recorded in the Office of the Judge of Probate, Shelby County, Alabama.