



20100819000267560 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
08/19/2010 03:56:40 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: 705721

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## ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE SECURITY AGREEMENT (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:

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

1. that certain Mortgage and Security Agreement from Crossroads Auto Sales, Inc., an Alabama corporation, dated April 22, 1993 and recorded April 28, 1993, as Instrument No. 1993-11901 recorded in the Judge of Probate Office of the County of Shelby, State of Alabama (the "Mortgage"), which Mortgage secures (a) that certain Promissory Note made by Crossroads Auto Sales, Inc., an Alabama corporation, dated April 22, 1993, in the original principal amount of \$139,075.34; (b) that certain Revolving Note made by Crossroads Auto Sales, Inc., an Alabama corporation, dated April 22, 1993, in the original principal amount of \$130,000.00; (c) that certain Floor Plan Master Note made by Crossroads Auto Sales, Inc., an Alabama corporation, dated April 22, 1993, in the original principal amount of \$250,000.00; and, (d) that certain Term Note made by Crossroads Auto Sales, Inc., an Alabama corporation, dated January 26, 1999, in the original principal amount of \$335,000.00 (collectively the "Note") and payable to the order of New South Federal Savings Bank, a federal savings bank, as renewed, extended, amended or modified;

- i. that certain Mortgage Modification Agreement from Crossroads Auto Sales, Inc., an Alabama corporation, dated November 21, 1996 and recorded November 27, 1996, as Instrument No. 1996-39282, recorded in the Judge of Probate Office of the County of Shelby, State of Alabama;
  - ii. that certain Second Mortgage Modification Agreement from Crossroads Auto Sales, Inc., an Alabama corporation, dated January 26, 1999 and recorded January 27, 1999, as Instrument No. 1999-03587, recorded in the Judge of Probate Office of the County of Shelby, State of Alabama;
  - iii. that certain Third Mortgage Modification Agreement from Crossroads Auto Sales, Inc., an Alabama corporation, dated August 12, 2004 and recorded August 25, 2005, as Instrument No. 20050825000438630, and re-recorded November 14, 2005, as Instrument No. 20051114000594750, recorded in the Judge of Probate Office of the County of Shelby, State of Alabama;
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 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 11<sup>th</sup> day of August, 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 # X, in Book N/A, at Page  
N/A. \* 20100414000114**



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ACKNOWLEDGMENT

STATE OF TEXAS

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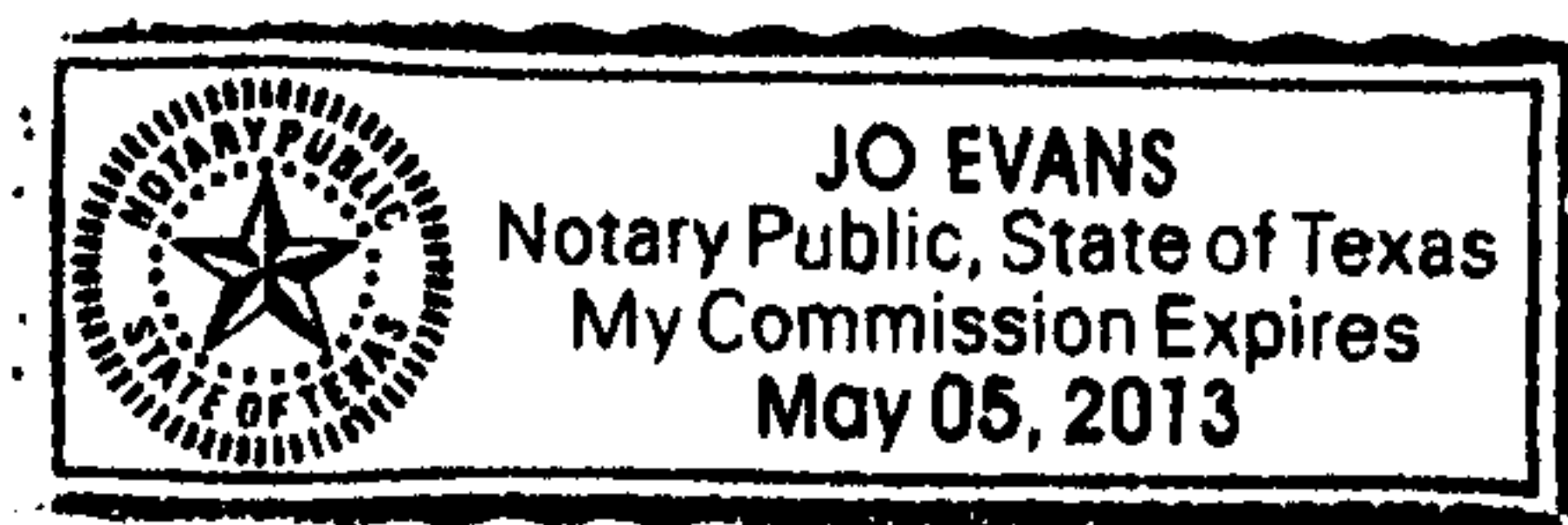
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COUNTY OF COLLIN

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Before me, the undersigned, a Notary Public, on this day personally appeared 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 11<sup>th</sup> day of August, 2010.



AFFIX NOTARY SEAL

Jo Evans  
Notary Name: Jo Evans  
Notary Public, State of Texas  
My commission expires: May 5, 2013



BC: 705721

**Exhibit "A"**

**Parcel I**

Lot 36, a Northerly part of Lot 35 and the Southerly 5.00 feet of Lot 37, Block 1 of the Mickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama, described as follows:

Commence at the Southwest corner of Lot 33 and go North 6°54' East along the West boundary of Lots 33, 34, 35, 36 and 37 for 143.35 feet to the point of beginning; thence continue along previous course for 61.65 feet; thence South 83°55' East for 123.63 feet to the Westerly boundary of Highway No. 31; thence South 7°35'53" West along said Westerly boundary for 66.69 feet; thence North 81°34'23" West for 122.85 feet to the point of beginning; being situated in Shelby County, Alabama.

**Parcel II**


Lots 38, 39, the Northerly 45 feet of Lot 37 and the Southerly 25.0 feet of Lot 40, Block 1, of the Nickerson-Scott Survey, recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama, described as follows:

Commence at the Southwest corner of Lot 33 and go North 6°54' along the West boundary of Lots 33, 34, 35, 36, 37, 38, 39 and 40 for 205.00 feet to the point of beginning; thence continue along previous course for 170.0 feet; thence South 83°55' East for 125.17 feet to the Westerly boundary of Highway No. 31; thence South 7°25'10" West along said Westerly boundary for 170.03 feet; thence North 83°55' West for 123.63 feet to the point of beginning; being situated in Shelby County, Alabama.

**Parcel III**

From the Northwest corner of NE¼ of the NW¼, Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, as beginning point; run along the West ¼-¼ line South 00°21' East for 343.2 feet to a point on the Westerly right of way line of U. S. Highway No. 31; thence run along said highway right of way line North 26°22'43" East for 383.08 feet to a point on the North ¼-¼ line for 172.3 feet, back to beginning point; situated in Shelby County, Alabama.

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**Exhibit "A" cont'd.**

**SAVE AND EXCEPT:**

**Parcel III**

From the Northwest corner of NE¼ of the NW¼, Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, as beginning point; run along the West ¼-¼ line South 00°21' East for 343.2 feet to a point on the Westerly right of way line of U. S. Highway No. 31; thence run along said highway right of way line North 26°22'43" East for 383.08 feet to a point on the North ¼-¼ line for 172.3 feet, back to beginning point; situated in Shelby County, Alabama.

As recorded in that certain Partial Release of Mortgage dated August 30, 1999, recorded March 23, 2000, as Instrument No. 2000-09239, in the Judge of Probate Office of the County of Shelby, State of Alabama.