

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  
PLN: 69854

*Record 1st*

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## **ASSIGNMENT OF FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT**

THIS ASSIGNMENT OF FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS AND LEASES AND 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 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 from Windsor Parc, LLC, a limited liability company, dated May 15, 2007 and recorded May 18, 2007, as Instrument No. 20070518000232120, recorded in the Clerk's Office of the County of Shelby, State of Alabama, (the "Mortgage"), which Mortgage secures that certain Promissory Note made by Windsor Parc, LLC, in the original principal amount of \$175,000.00, dated May 15, 2007 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 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 14<sup>th</sup> day of October, 2010.

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

By:   
James Erwin, Sr. Vice President  
MGC Mortgage, Inc.  
Attorney-In-Fact  
POA recorded 04/14/2010,  
Instrument #20100414000114

#### ACKNOWLEDGMENT

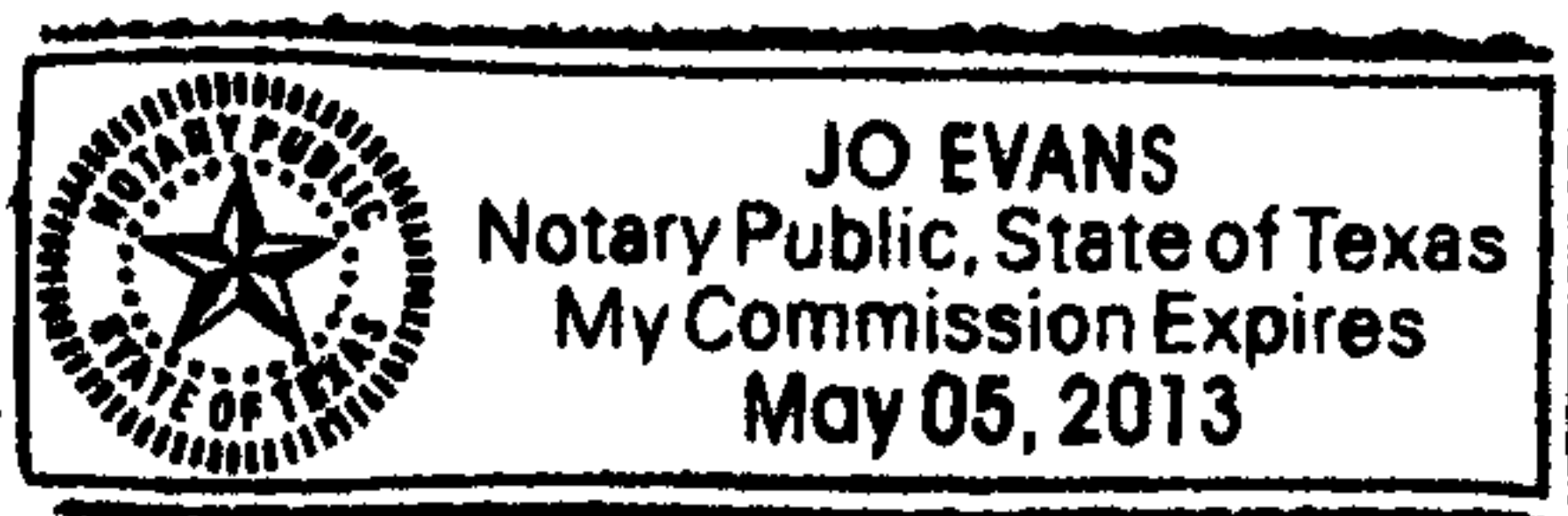
STATE OF TEXAS

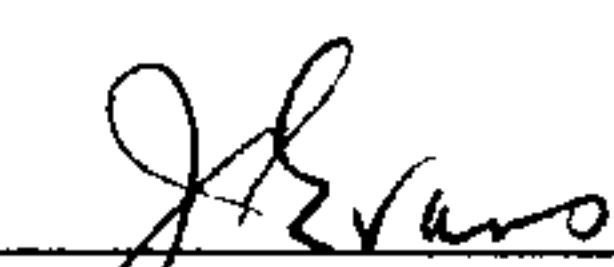
§  
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COUNTY OF COLLIN

Before me, the undersigned, a Notary Public, on this day personally appeared James Erwin, Sr. Vice President 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 him, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 14<sup>th</sup> day of October, 2010.



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

A F F I X NOTARY SEAL



20101019000348840 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
10/19/2010 12:36:43 PM FILED/CERT

PLN: 09054

## EXHIBIT "A"

### Description of Property

Lot 1854 to the Survey of Old Cahaba, Phase V, 3rd Addition, as recorded in Map Book 37 at Page 6, in the Office of the Judge of Probate of Shelby County, Alabama.