

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

**CORRECTION NOTICE AND RESTATED ASSIGNMENT OF FUTURE ADVANCE
MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY
AGREEMENT**

**THE STATE OF ALABAMA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY §**

This CORRECTION NOTICE AND RESTATED ASSIGNMENT OF FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT is being filed by Beal Bank ("Beneficiary") as a correction and replacement instrument to that certain Assignment of Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated June 28, 2010 and recorded on July 27, 2010, as Instrument No. 20100727000239560 of the Official Public Records of Shelby County, Alabama (the "Original Assignment"), to correct the following:

The Original Assignment was incorrectly executed and recorded pursuant to a Limited Delegation of Authority dated May 28, 2010, and is now being executed and recorded pursuant to that certain Limited Power of Attorney dated April 18, 2011, which is being filed of record prior to this Correction Notice and Restated Assignment of Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement.

This Correction Notice and Restated Assignment of Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement is therefore intended to restate and replace in all respects the Original Assignment. The effective date of the correction instrument shall be the date of the Original Assignment.

**RESTATED ASSIGNMENT OF FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES AND SECURITY AGREEMENT**

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



20110921000279320 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/21/2011 12:57:11 PM FILED/CERT

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 from American Homes and Land Corporation, a Georgia corporation, dated June 2, 1999 and recorded June 3, 1999, as Instrument No. 1999-23335, and assigned to Beal Bank by Assignment of Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement recorded on July 27, 2010, as Instrument No. 20100727000239550 in the Clerk's Office of the County of Shelby, State of Alabama (the "Mortgage"), which Mortgage secures that certain Promissory Note made by American Homes and Land Corporation, a Georgia corporation, executed by Gary W. Thomas, Pres., in the original principal amount of \$3,579,760.00, dated June 2, 1999, and payable to 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 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 19th day of Sept, 2011.

BEAL BANK

By: W.T. Saurenmann
W.T. Saurenmann, Senior Vice President
Beal Service Corporation
Attorney-In-Fact

Power of Attorney to be recorded prior to this assignment.

ACKNOWLEDGMENT

STATE OF TEXAS

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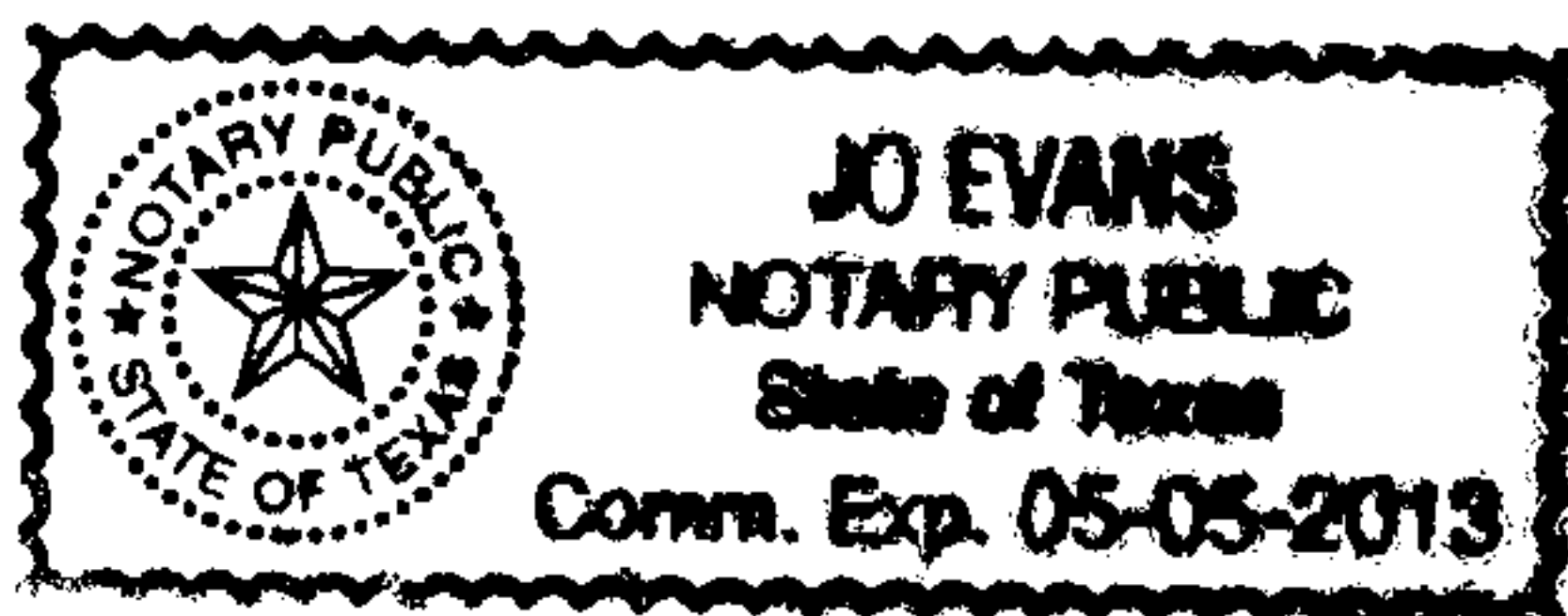
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COUNTY OF COLLIN

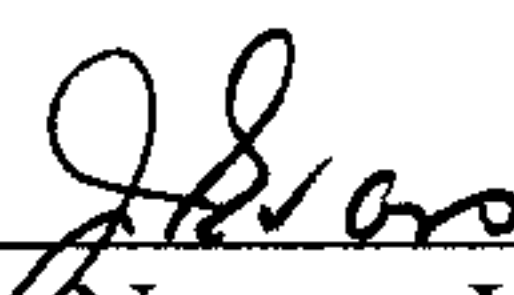
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Before me, the undersigned, a Notary Public, on this day personally appeared **W. T. Saurenmann, Senior Vice President of Beal Service Corporation**, who is personally well known to me (or sufficiently proven) to be the **Attorney-In-Fact of Beal Bank** and the person who executed the foregoing instrument by virtue of the authority vested in 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 19th day of September, 2011.



NOTARY SEAL



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

EXHIBIT "A"

20110921000279320 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
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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 $0^{\circ}-00'-26''$ 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 $88^{\circ}-46'-03''$ 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 $0^{\circ}-00'-45''$ 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 $88^{\circ}-29'-39''$ 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 $0^{\circ}-03'-02''$ 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 $88^{\circ}-22'-26''$ 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 $0^{\circ}-11'-28''$ 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 $89^{\circ}-42'-33''$ 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 $0^{\circ}-14'-47''$ 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 $89^{\circ}-47'-09''$ 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 $00^{\circ}-18'-35''$ 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 $89^{\circ}-54'-30''$ 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.