



20150320000088070 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
03/20/2015 12:10:43 PM FILED/CERT

This Document Prepared By and
After Recording Return To:
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Plano, Texas 75024
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BC: 705721

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (this "ASSIGNMENT") is made by LPP Mortgage Ltd., a Texas limited partnership, whose address is 6000 Legacy Drive, Plano, Texas 75024 ("Assignor"), to and in favor of National Loan Acquisitions Company, whose address is 9126 SW Ridder Road, Wilsonville, Oregon, 97070, ("Assignee"), pursuant to the terms of that certain Asset Sale Agreement (the "PURCHASE AGREEMENT"), entered into as of the 5th day of March, 2015, between Assignor, as Seller, and Assignee, as Buyer.

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, all of Assignor's right, title and interest in and to, the following:

1. that certain MORTGAGE AND SECURITY AGREEMENT dated April 22, 1993, executed by CROSSROADS AUTO SALES, INC., an Alabama corporation, in favor of NEW SOUTH FEDERAL SAVINGS BANK, a federal savings bank, which encumbers certain real property and improvements located on land legally described as set forth on the attached Exhibit "A" which is made a part hereof for all purposes, and recorded April 28, 1993, as Instrument No. 1993-11901, in the Probate Office of the County of Shelby, State of Alabama, as assigned to BEAL BANK, by assignment dated August 11, 2010 and recorded on August 19, 2010, as Instrument No. 20100819000267560 in the Probate Office of the County of Shelby, State of Alabama, and further assigned to PROPERTY ACCEPTANCE CORP., by assignment dated August 11, 2010, but to be effective January 09, 2010, and recorded on August 19, 2010, as Instrument No.

20100819000267580 in the Probate Office of the County of Shelby, State of Alabama, and further assigned to LPP MORTGAGE LTD., a Texas limited partnership, by assignment dated August 11, 2010, but to be effective January 09, 2010, and recorded August 19, 2010, as Instrument No. 20100819000267600 in the Probate Office of the County of Shelby, State of Alabama, as renewed, extended, modified, or amended (the "MORTGAGE");

The MORTGAGE was modified by MORTGAGE MODIFICATION AGREEMENT dated November 21, 1996 and recorded November 27, 1996, as Instrument No. 1996-39282 in the Probate Office of the County of Shelby, State of Alabama, and further modified by SECOND MORTGAGE MODIFICATION AGREEMENT dated January 26, 1999 and recorded on January 27, 1999, as Instrument No. 1999-03587 in the Probate Office of the County of Shelby, State of Alabama, and further modified by THIRD MORTGAGE MODIFICATION AGREEMENT dated August 12, 2004 but signed on August 12, 2005, and recorded on August 25, 2005, as Instrument No. 20050825000438630 in the Probate Office of the County of Shelby, State of Alabama, and re-recorded on November 14, 2005, as Instrument No. 20051114000594750 in the Probate Office of the County of Shelby, State of Alabama.

2. such other documents, agreements, instruments and other collateral that evidence, secure, guaranty payment or performance of, or otherwise relate to, Assignor's right, title, or interest in and to the MORTGAGE, and/or the loan secured thereby or related thereto, including without limitation the title insurance policies and hazard insurance policies relating thereto that are in effect.

"THIS ASSIGNMENT OF MORTGAGE SHALL NOT AFFECT ANY PROPERTY WHICH HAS BEEN PREVIOUSLY RELEASED OF RECORD."

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its Authorized Representative as of the 5th day of March, 2015.

LPP Mortgage Ltd., a Texas limited partnership
By: Property Acceptance Corp., its general partner

BY: 
Name: James Erwin
Title: Vice President

ACKNOWLEDGMENT

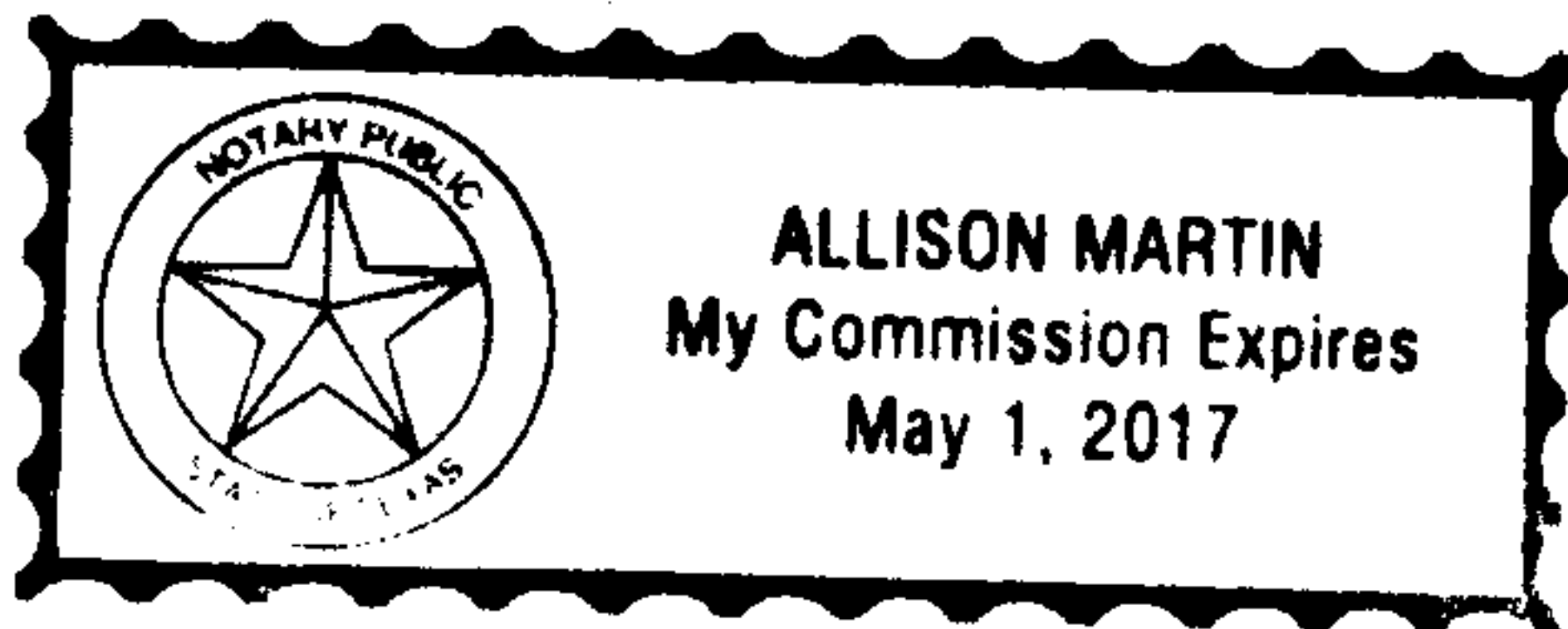
STATE OF TEXAS

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COUNTY OF COLLIN

Before me, the undersigned authority a Notary Public in and for the said County and State, on this day personally appeared James Erwin, Vice President of Property Acceptance Corp., General Partner of LPP Mortgage Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of such limited partnership, and in the capacity therein stated.

Given under my hand and seal of office this 5th day of March, 2015.



A handwritten signature in cursive script, appearing to read "Allison Martin", written over a horizontal line.

Notary Name: Allison Martin
Notary Public, State of Texas
My commission expires: May 1, 2017

[AFFIX NOTARY SEAL]

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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.


EXHIBIT A
(Continued)

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.


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