

20110408000110070 1/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
04/08/2011 01:49:46 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

**ASSIGNMENT OF MORTGAGE**

THIS ASSIGNMENT is made and delivered this 12th day of November, 2010, by FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), as Receiver for Georgian Bank (the "Assignor"), to FIRST CITIZENS BANK AND TRUST COMPANY, INC. (herein called "Assignee").

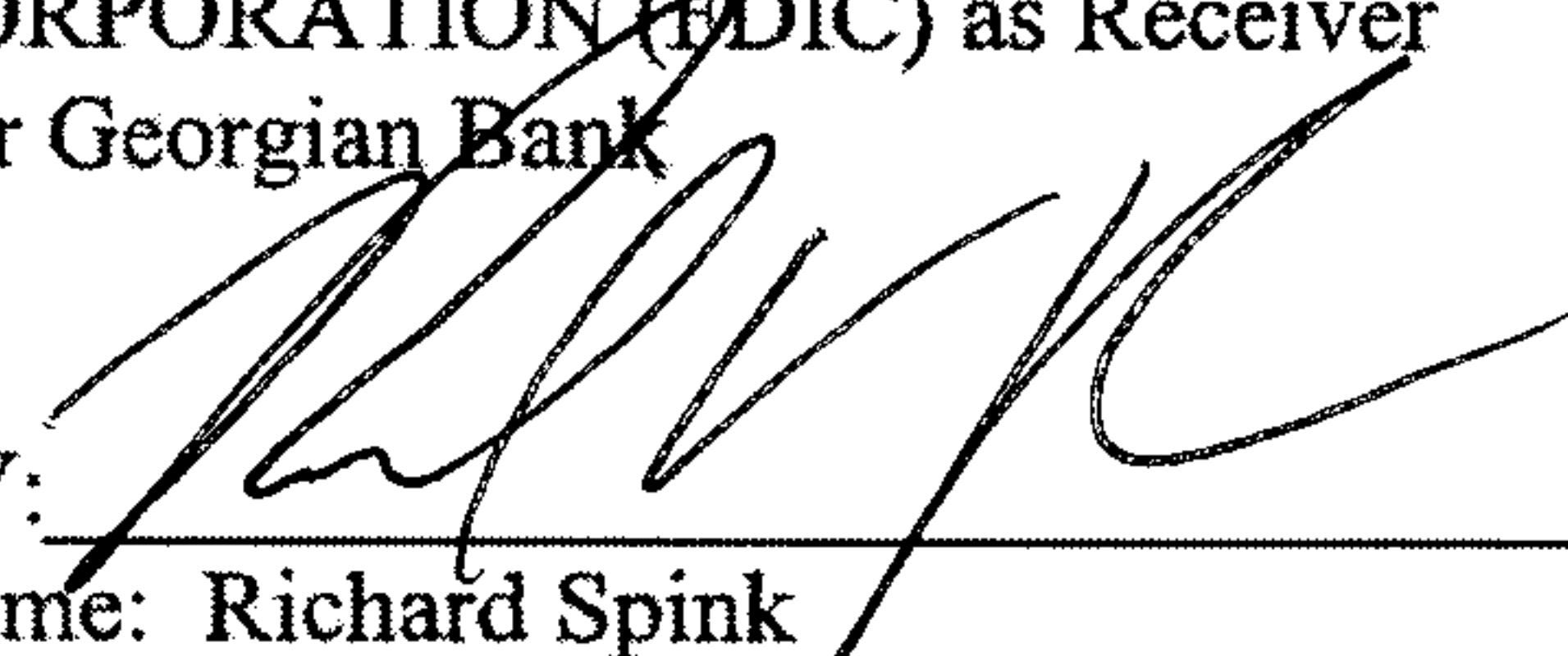
**W I T N E S S E T H:**

FOR VALUE RECEIVED, Assignor hereby sells, grants, transfers and assigns to Assignee, its successors and assigns, all of the right, title and interest of Assignor in that certain Mortgage, Assignment of Rents and Leases and Security Agreement by and between ALABASTER PARTNERS, LLC and GEORGIAN BANK dated April 30, 2008, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Property Instrument #20080506000185810 as amended by Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, dated November 20, 2008, and recorded in Instrument #20081205000457920, aforesaid records, and UCC-1 Financing Statement from ALABASTER PARTNERS, LLC to GEORGIAN BANK, recorded May 6, 2008, and recorded in Instrument #20080506000185820.

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

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed on the day and year first written above.

FEDERAL DEPOSIT INSURANCE  
CORPORATION (FDIC) as Receiver  
For Georgian Bank

BY:   
Name: Richard Spink  
as Attorney in Fact for the FDIC,  
pursuant to the Limited Power of  
Attorney dated June 29, 2010,  
a copy of which is attached  
hereto as Exhibit "A".

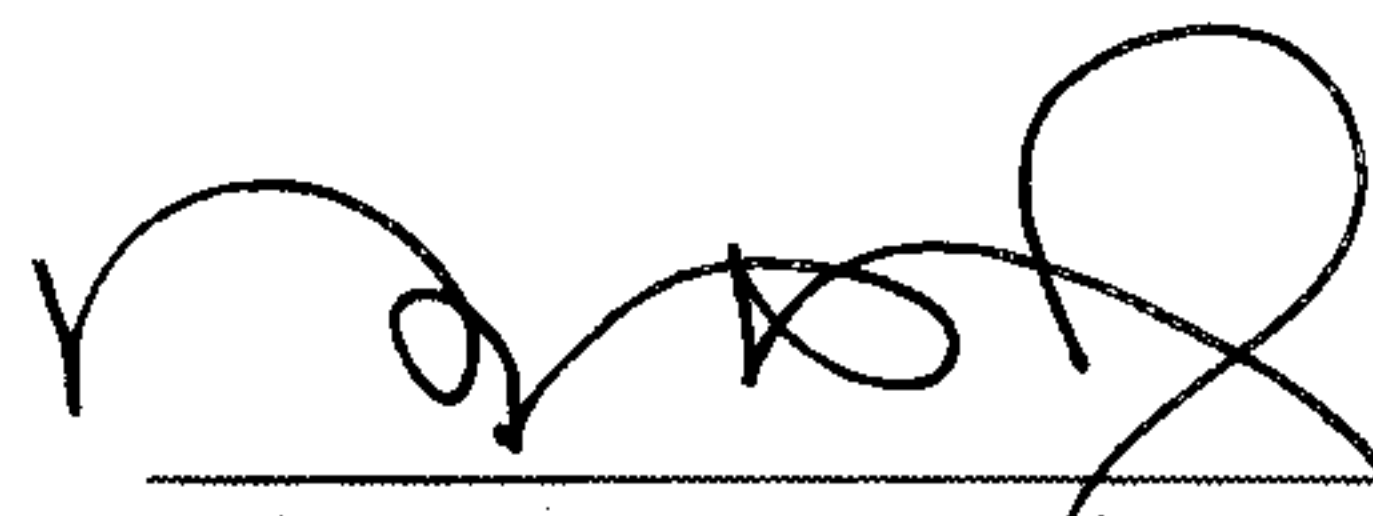
20110408000110070 2/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
04/08/2011 01:49:46 PM FILED/CERT

STATE OF GEORGIA

COUNTY OF COBB

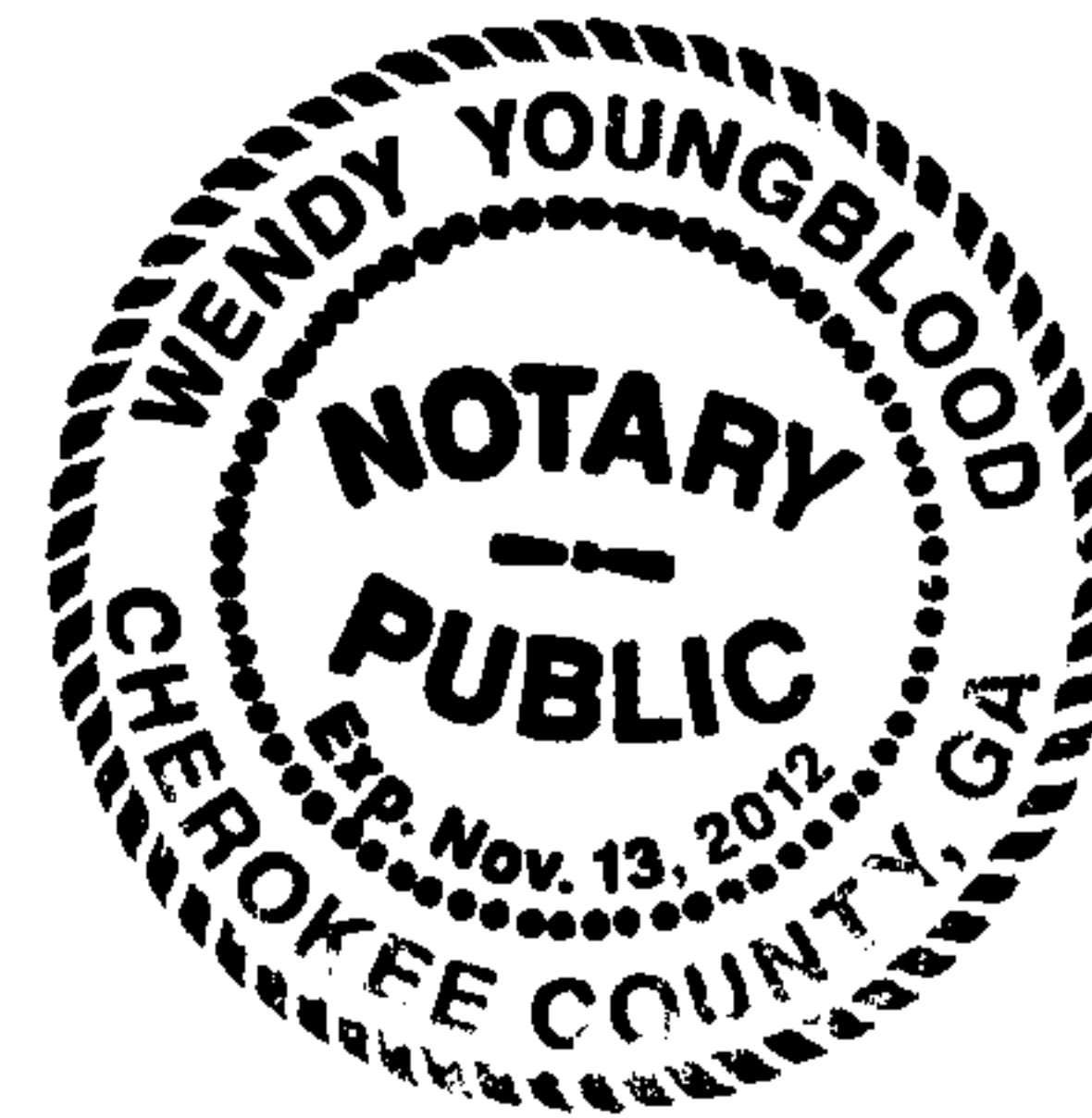
I, the undersigned authority in and for said state and county, hereby certify that, Richard Spink, whose name as Attorney in Fact for the FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), as Receiver for Georgian Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, as such Attorney in Fact and with full authority, executed the same voluntarily for and as the act of said FDIC on the day the same bears date.

Given under my hand and notarial seal this the, 12<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
NOTARY PUBLIC.  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)

This Instrument Prepared By:  
Gregory D. Hughes, Esquire  
HUGHES WHITE KRALICEK  
2110 Powers Ferry Road  
Suite 440  
Atlanta, Georgia 30339



(leg\10-83 assignment mortgage)

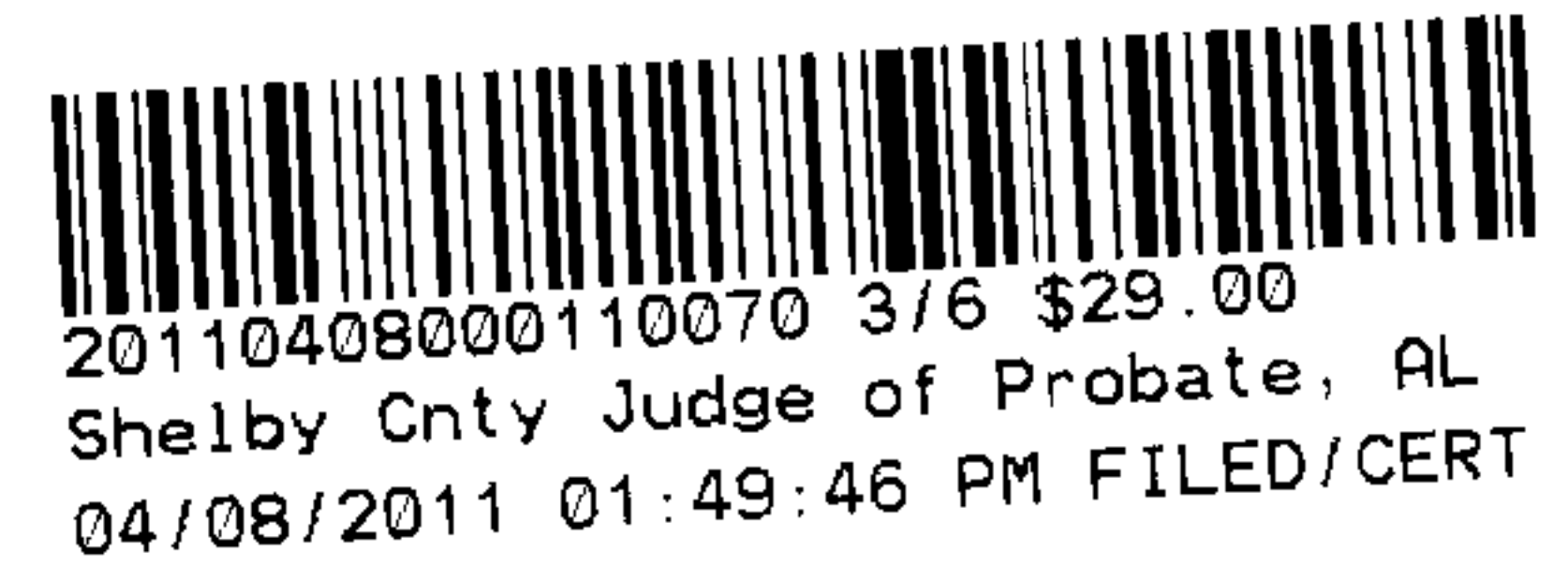




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Shelby Cnty Judge of Probate, AL  
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## LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the following employees(s) of First Citizens Bank and Trust Company, Inc., set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Caric Martin  
Cathy Malone  
Rebecca Abraham  
Jerry Ragan  
Richard Spink

David Beasley  
Katie Silva  
Reeves Skeen  
Julia Hendricks  
Johanna Huggins

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of Georgian Bank, ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of Georgian Bank including all loans formerly held by Georgian Bank to First Citizens Bank and Trust Company, Inc., pursuant to that certain Purchase and Assumption Agreement, dated as of September 25, 2009, between Receiver, and First Citizens Bank and Trust Company, Inc..

2. Regarding indebtedness previously owned by the former Georgian Bank that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former Georgian Bank, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION  
as Receiver of Georgian Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact

All other documents of assignment, conveyance, or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

3. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for.

This Limited Power of Attorney shall be effective from September 25, 2009, and shall continue in full force and effect through September 30, 2011, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.



IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this, 29 day of June, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: Betty Holston-Okae  
Name: Betty Holston-Okae  
Title: Resolutions & Closings Manager  
Dallas Regional Office

Signed in the presence of:

Jacqueline Hutchins  
Witness  
Name: Jacqueline Hutchins

Cassandra Veasley  
Witness  
Name: Cassandra Veasley

STATE OF TEXAS  
COUNTY OF DALLAS

On this 29 day of June, 2010, before me, a Notary Public in and for the State of Texas appeared Bettye Holston-Okae, to me personally known, who, being by me first duly sworn did depose that she is Resolutions & Closing Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said Bettye Holston-Okae, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Lakeisha Vraidawn Smith  
Notary Public  
My Commission expires: 12/17/2012

STATE OF TEXAS  
COUNTY OF DALLAS

On this 29 day of June, 2010, before me, a Notary Public in and for the State of Texas appeared Jacqueline Hutchins (witness #1) and Cassandra Vlasley (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw Bettye Holston-Okae, Resolutions & Closings Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



Lakeisha Vraidawn Smith  
Notary Public  
My Commission expires: 12/17/2012

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
06/25/2010 11:13:04 AM  
\$28.00



JH

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