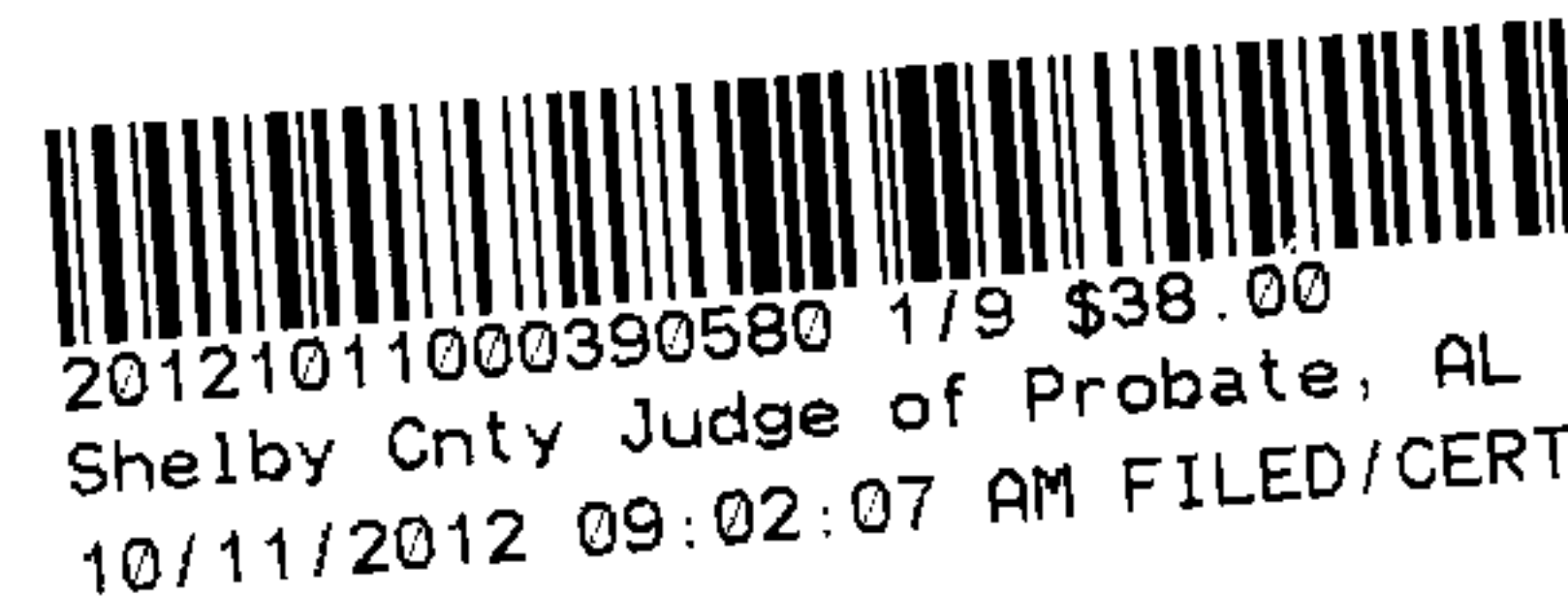


AFTER RECORDING RETURN TO:

Jessica Gutierrez  
Cold River Land, LLC  
PO Box 2249  
Cumming, Georgia 30028  
Loan No.: 5000029792  
File No.: 2012-5000029792



Cross Reference:

Instrument No. 20071108 000516630, Shelby County, Alabama records;

Instrument No. 20080320 000113480, Shelby County, Alabama records;

Instrument No. 20091207 000448070, Shelby County, Alabama records

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(Space above this line reserved for Recorder of Deeds certification)

### **ASSIGNMENT OF LOAN DOCUMENTS**

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made by and between the FEDERAL DEPOSIT INSURANCE CORPORATION ("Receiver" or "FDIC"), as receiver for NEXITY BANK, Birmingham, AL ("Bank"), whose mailing address is 7777 Baymeadows Way West Jacksonville, FL 32256, and ALOSTAR BANK OF COMMERCE, an Alabama chartered bank ("Assignee"), whose address is 3680 Grandview, Parkway, Suite 200, Birmingham, AL 35243.

WHEREAS, Bank was closed by the Alabama Department of Banking and Finance on April 15, 2011, and (ii) the FDIC was appointed receiver of assets and liabilities of Bank pursuant to 12 U.S.C. §§ 191 and 1821 (c)(5), (the "Consent"); and

WHEREAS, under the Consent, Receiver became the successor-in-interest to the right, title and interest of Bank with respect to (i) all promissory notes (or other credit instruments), security deeds, mortgages, deeds of trust, security agreements (and other security instruments), financing statements, guaranties and other loan documents described on Exhibit "A" attached hereto and incorporated herein by this reference, and (ii) any and all other documents evidencing or securing the indebtedness described or referred to in Exhibit "A" (the documents and instruments described in items (i) and (ii) of this paragraph are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, under that certain Purchase and Assumption Agreement between Receiver and Assignee dated April 15, 2011 (the "Agreement"), Receiver sold to Assignee all of Receiver's right, title and interest in, to and under the Loan Documents and Assignee assumed all of Receiver's obligations under the Loan Documents on the date of the Agreement; and

WHEREAS, Receiver and Assignee desire to enter into a recordable assignment of the Loan Documents for the purpose of perfecting transfer of title to the Loan Documents including, without

limitation, all security deeds identified on Exhibit "A", and for other purposes; and

WHEREAS, Receiver provided Assignee with a Limited Power of Attorney dated November 23, 2011, and recorded as Document #2011254363 in Deed Book 15577, Page 1547 of Duvall County, Florida records, which designates and authorizes specific employees of Assignee to act as attorneys-in-fact of Receiver for the sole purpose of executing documents on behalf of Receiver (the "POA") attached hereto as Exhibit "B"; and

WHEREAS, This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Receiver, the receipt and sufficiency of which are hereby acknowledged, Receiver hereby assigns unto Assignee all of Receiver's right, title and interest in, to and under the Loan Documents, and Assignee hereby assumes all of Receiver's obligations under the Loan Documents. **THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY THE FDIC IN ITS CORPORATE CAPACITY OR AS RECEIVER.**

The validity, construction, enforcement, interpretation, and performance of this Assignment shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal laws, the laws of the State of Alabama.

IN WITNESS WHEREOF, This Assignment has been executed and delivered this 8 day of August, 2012.

SIGNATURES ON THE FOLLOWING PAGE





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Shelby Cnty Judge of Probate, AL  
10/11/2012 09:02:07 AM FILED/CERT

ASSIGNOR:

**ALOSTAR BANK OF COMMERCE**, as attorney-in-fact for the Federal Deposit Insurance Corporation, as receiver for Nexity Bank, pursuant to that certain Limited Power of Attorney dated November 23, 2011, a copy of which is attached hereto as Exhibit "B".

By: Kristina L. Anderson

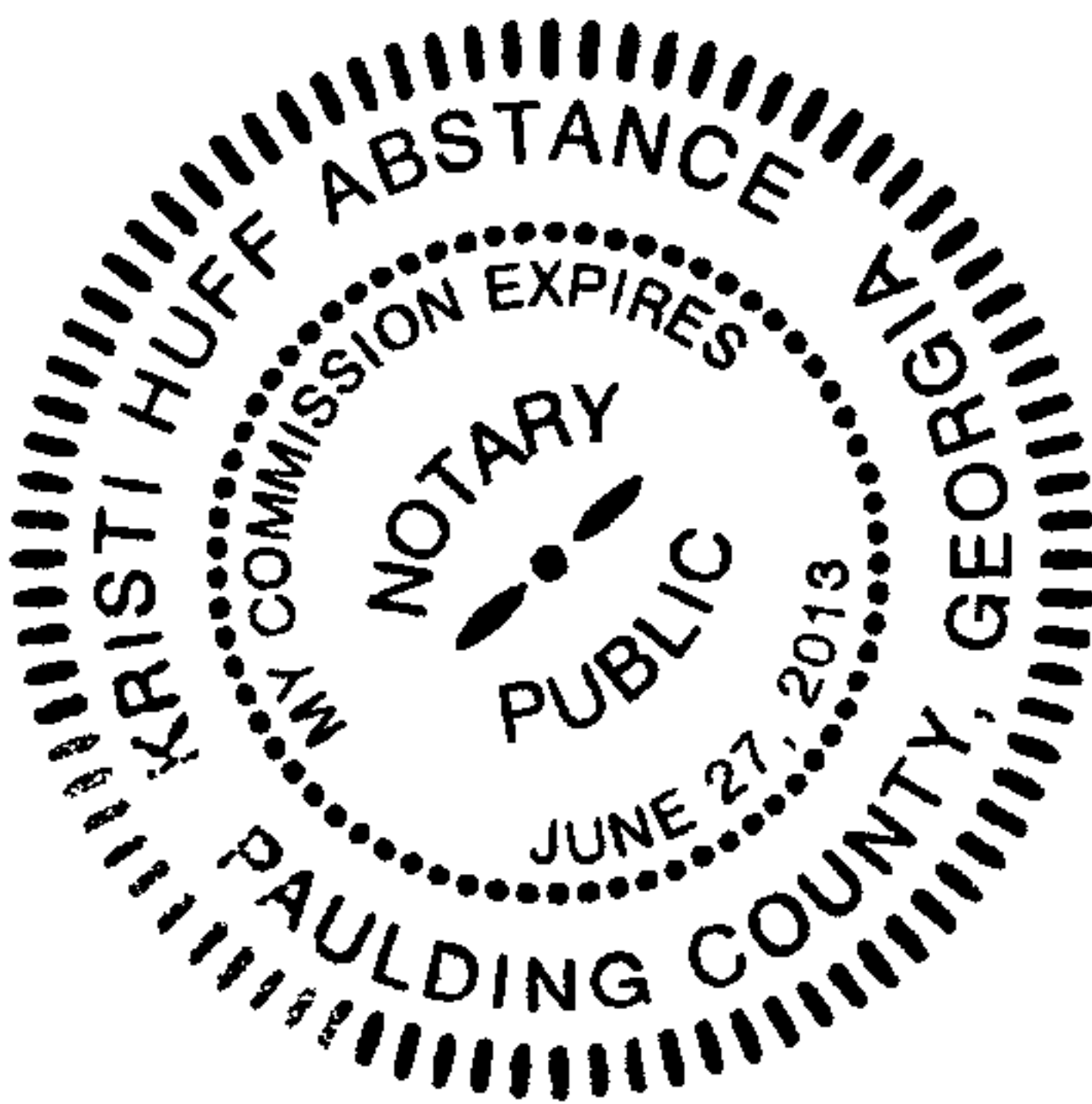
Print Name: Kristina L. Anderson

Print Title: Attorney-in-Fact

STATE OF GEORGIA

COUNTY OF Paulding

The undersigned Notary Public in and for said County and State does hereby certify that Kristina L. Anderson, as Attorney-in-Fact for **Alostar Bank of Commerce**, whose name is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same, voluntarily, on the day bears date. Given under my hand this 8 day of August, 2012.

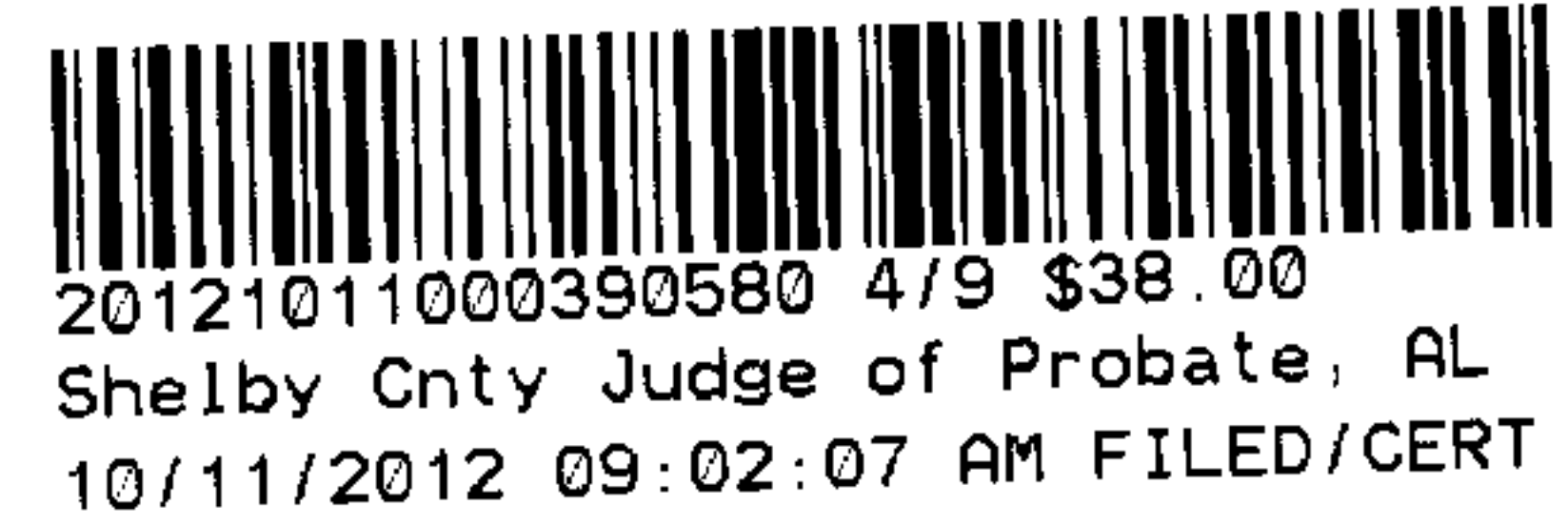


Kristi Huff Abstance  
Notary Public

Print Name:

Commission Expires: June 27, 2013

**EXHIBIT "A"**



Legacy Bank: NEXITY BANK

Originating Bank (if different from Legacy Bank): N/A

Loan No.: **5000029729**

Borrower(s): **Michael R. Livingston**

Guarantor(s): N/A

Guaranty Agreement (s): N/A

Mortgage dated October 18, 2007 and recorded at Instrument No. 20071108 000516630, Shelby County, Alabama records;

Home Equity Line of Credit Agreement dated October 18, 2007, in the original principal amount of \$20,000.00;

Modification of Mortgage dated February 23, 2008 and recorded at Instrument No. 20080320 000113480, Shelby County, Alabama records;

Home Equity Line of Credit Agreement dated February 23, 2008, in the original principal amount of \$25,000.00;

Modification of Mortgage dated November 9, 2009 and recorded at Instrument No. 20091207 000448070, Shelby County, Alabama records;

Home Equity Line of Credit Agreement dated November 9, 2009, in the original principal amount of \$43,000.00;

Parcel ID: 232040001088000




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**EXHIBIT "B"**

**LIMITED POWER OF ATTORNEY**

**(SEE ATTACHED PAGES)**

Prepared by: Renee Marie Araujo, Esq.  
FDIC East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

  
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Shelby Cnty Judge of Probate, AL  
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(Space above this line must be at least 3 inches)

### 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 individual(s) of **ALOSTAR BANK OF COMMERCE**, organized under the laws of the state of Alabama, as "Attorney(s)-in-Fact" for the sole purpose of executing the documents outlined below:

**TIMOTHY JOHN EICHENLAUB**  
**KRISTINA LYNN ANDERSON**

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 **NEXITY BANK**, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and lien releases, 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 **NEXITY BANK**, including all loans held by **NEXITY BANK** to **ALOSTAR BANK OF COMMERCE** pursuant to that certain Purchase and Assumption Agreement, dated as of April 15, 2011 between FDIC as Receiver of **NEXITY BANK** and **ALOSTAR BANK OF COMMERCE**.

2. Regarding indebtedness previously owned by the former **NEXITY 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 **NEXITY 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



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10/11/2012 09:02:07 AM FILED/CERT

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 for **NEXITY BANK**, Birmingham, Alabama

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 as 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 **April 15, 2011** and shall continue in full force and effect through **April 15, 2013**, 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.



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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 23<sup>rd</sup> day of November, 2011.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: [Signature]  
Name: **LORI J. ALEXANDER**  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Signed in the presence of:

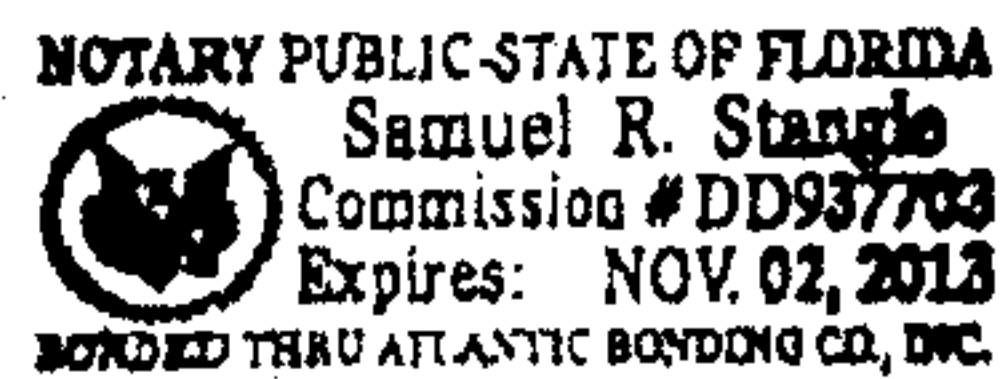
Witness: [Signature]  
Printed Name: YEDIDA G. JAGANNATH

Witness: [Signature]  
Printed Name: Erin D. Belknap

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 23<sup>rd</sup> day of November, 2011, before me, a Notary Public in and for the State of Florida appeared **LORI J. ALEXANDER**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said 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 **LORI J. ALEXANDER**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE SEAL BELOW HERE]



[Signature]  
Notary Public  
Printed Name of Notary: Samuel R. Stangle  
Commission No.: DD937703  
My Commission expires: Nov 02, 2013



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Shelby Cnty Judge of Probate, AL  
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STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 23<sup>rd</sup> day of November, 2011, before me, a Notary Public in and for the State of Florida appeared YEDIDA G JAGANNATH (witness #1) and Eddy O. Belarouch (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 **LORI J. ALEXANDER**, Manager of Customer Service, East Coast Temporary Satellite 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.

[PLACE SEAL BELOW HERE]

NOTARY PUBLIC-STATE OF FLORIDA  
Samuel R. Stangle  
Commission # DD937703  
Expires: NOV. 02, 2013  
BONDED THROUGH ATLANTIC BONDING CO., INC.

Samuel R. Stangle  
Notary Public  
Printed Name of Notary: Samuel R. Stangle  
Commission No.: DD937703  
My Commission expires: NOV 02, 2013

STATE OF FLORIDA  
DUVAL COUNTY

I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court of Duval County, Florida, and the same is in full force and effect.

WITNESS my hand and seal of Clerk of Circuit Court of Jacksonville, Florida, this the 23 day of NOV A.D. 2011

JIM FULLER

Clerk, Circuit and County Courts  
Duval County, Florida.  
By [Signature]  
Deputy Clerk