

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment") is made effective as of this the 15 day of OCTOBER, 2009, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF CAPITALSOUTH BANK, BIRMINGHAM, ALABAMA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **IBERIABANK**, a Louisiana corporation ("Assignee"), with an address of 200 West Congress Street, Lafayette, Louisiana 70501.

RECITALS

WHEREAS, in accordance with Alabama law and the Federal Deposit Insurance Act, 12 U.S.C §1821 *et. seq.* (the "FDIC Act"), on August 21, 2009, the State of Alabama State Banking Department closed the operations of CapitalSouth Bank, an Alabama corporation (the "Failed Bank"), and appointed Assignor as the receiver of the Failed Bank; and

WHEREAS, in accordance with the Act, Assignor is empowered to liquidate the assets of the Failed Bank in order to wind down the affairs of the Failed Bank; and

WHEREAS, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated August 21, 2009 (the "Purchase Agreement"), by and among Assignor, Assignee and the Federal Deposit Insurance Corporation, Assignor sold certain assets of the Failed Bank to Assignee, including without limitation the following loan documents:

A. That certain PROMISSORY Note, executed by SPECIALTY ADHESIVES, INC a(n) ALABAMA CORPORATION ("Borrower"), in the original principal amount of SIXTY SIX THOUSAND FIVE HUNDRED and 00/100 Dollars (\$ 66,500.00) in favor of Failed Bank, dated SEPTEMBER 23, 2004 (as may have been amended from time to time, the "Note");

B. That certain Guaranty, from BRIAN E MILWEE dated SEPTEMBER 23, 2004 (the "Guaranty");

C. That certain Guaranty, from BRIAN E MILWEE dated DECEMBER 12, 2007 (the "Guaranty");

D. That certain UCC-1 Financing Statement from Borrower, as debtor, filed in the office of the Secretary of State of ALABAMA on OCTOBER 14, 2004, bearing Instrument No. 04-0812087.

Collectively, all of the documents identified in paragraphs A through D above shall hereinafter be referred to as the "Loan Documents".

AGREEMENT

NOW, THEREFORE, for good and valuable consideration granted to Assignor by Assignee, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Note, Mortgage and Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and other Loan Documents, together with all right, title and interest of Assignor in and to said Note, Mortgage and other Loan Documents, the indebtedness secured thereby (the "Loan"), and all rights, powers and privileges conferred thereunder, including without limitation all of Assignor's right to receive payments of principal and interest under the Note. **TO HAVE AND TO HOLD** all and singular said Loan, Note, Mortgage and other Loan Documents, and the rights hereby granted and assigned unto Assignee, its successors and assigns forever. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.

2. All Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into by Failed Bank (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and other Loan Documents (the "Loan").

3. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. Except as otherwise provided herein or in the Purchase Agreement, this Assignment is being made without recourse, and without any representation or warranty of any kind.

4. Successors and Assigns. 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.

[signature page to follow]



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IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of OCTOBER 15, 2009.

**FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**

By: [Signature]
Name: MICHAEL MOERS
Title: Attorney-in-Fact

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Moers whose name as Attorney-in-Fact for **FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF CAPITALSOUTH BANK, BIRMINGHAM, ALABAMA**, organized under the laws of the United States of America, 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 said instrument, he/she, as such Attorney-in-Fact, executed the same voluntarily on behalf of said corporation.

Given under my hand and official seal this the 15 day of October, 2009.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 11-30-12

This instrument prepared by:

Matthew W. Grill, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
205.254.1000



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EXHIBIT "A"

A parcel of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 12; thence North 00 degrees 25 minutes East along West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 225.46 feet; thence South 84 degrees 18 minutes 35 seconds East a distance of 111.38 feet; thence North 10 degrees 01 minutes 25 seconds East a distance of 502.91 feet; thence North 28 degrees 47 minutes 25 seconds East a distance of 505.14 feet; thence South 61 degrees 12 minutes 35 seconds East a distance of 25.0 feet to a point on the Easterly ROW line of Chandalar Place (50 foot ROW); said point being the point of beginning; thence North 28 degrees 47 minutes 25 seconds East along said ROW line a distance of 107.83 feet; thence leaving said ROW line South 68 degrees 33 minutes 34 seconds East a distance of 111.13 feet; thence South 22 degrees 0 minutes 0 seconds West a distance of 91.39 feet; thence North 75 degrees 42 minutes 35 seconds West a distance of 125.0 feet to the point of beginning.



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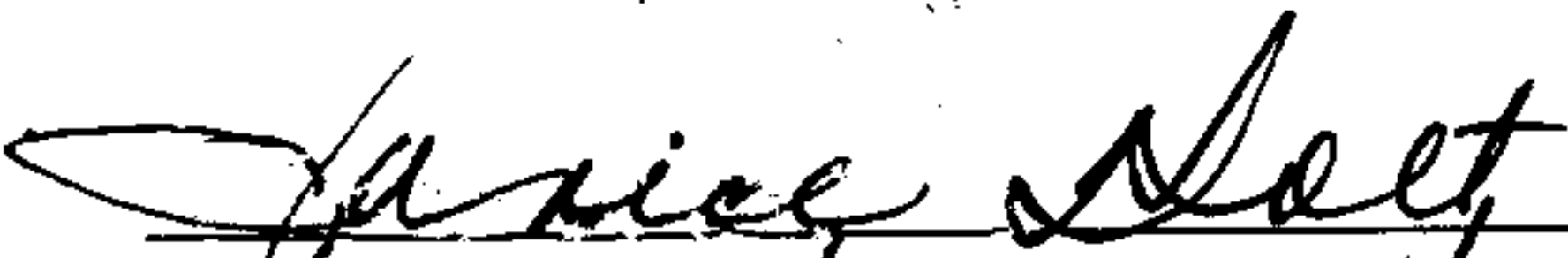
ALLONGE TO THAT CERTAIN PROMISSORY NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$238,000.00, DATED JANUARY 27, 2005 EXECUTED AND DELIVERED BY BRIAN EUGENE MILWEE. AS MAKER, IN FAVOR OF CAPITALSOUTH BANK F/K/A BANK OF ALABAMA.


Pay to the order of **IBERIABANK**, without recourse, and without representations and warranties, express or implied, except as may be set forth in a separate writing executed by the undersigned.

This the 15 day of OCTOBER, 2009.

Signed, sealed and delivered
in the presence of:

**FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**


Print Name: Janice Noelt

By: 
Name: Michael Noers
Title: Attorney-in-Fact

Print Name: _____



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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 individual(s) of IBERIABANK, set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Anthony Restel
Mike Brown
Greg Strader
Vincent Orgeron
Fred Malzahn
Michael Moers
William Stockton
Steven Kelley

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 CapitalSouth Bank, all instruments of transfer and conveyance, 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 CapitalSouth Bank, including all loans held by CapitalSouth Bank to IBERIABANK pursuant to that certain Purchase and Assumption Agreement, dated as of August 21, 2009 between FDIC as CapitalSouth Bank and IBERIABANK.

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 CapitalSouth 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."

2. 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 August 21, 2009 and shall continue in full force and effect through August 21, 2010, 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 26 day of August, 2009.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Janice S. Hearn
Name: Janice S. Hearn
Title: Manager of Customer Service
Dallas Regional Office

Signed in the presence of:

Lori Thompson
Witness

Name: LORI Thompson

Rose Trevino
Witness

Name: Rose Trevino

Limited Power of Attorney

IBERIABANK

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

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August 24, 2009



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STATE OF TEXAS
COUNTY OF DALLAS

On this 26 day of August, 2009, before me, a Notary Public in and for the State of Texas appeared Janice S. Hearn, to me personally known, who, being by me first duly sworn did depose that she is Manager of Customer Service, Dallas Regional 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 Janice S. Hearn, 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 26 day of August, 2009, before me, a Notary Public in and for the State of Texas appeared LORI Thompson (witness #1) and Rose Trevino (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 Janice S. Hearn, Manager of Customer Service, 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



Limited Power of Attorney
IBERIABANK

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

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