

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

Loan Number 200380

THIS ASSIGNMENT (this "Assignment") is made effective this 21st day of August 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** ("Assignee") with an address of 200 West Congress Street, Lafayette, Louisiana 70501, Attention: Elise Latimer.

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

WHEREAS, in accordance with the Act, the Assignor is empowered to liquidate the assets of CapitalSouth in order to wind down the affairs of CapitalSouth.

WHEREAS, on or about August 21, 2009, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated August 21, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of CapitalSouth to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain Commercial Note dated January 28, 2004, executed by A & A HOLDINGS, LLC (the "Borrower"), in the original principal amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars, (\$458,000.00), as modified by a Commercial Debt Modification Agreement dated August 10, 2004, in the principal amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars, (\$458,000.00), as further modified by a Promissory Note dated August 18, 2009, in the principal amount of Two Hundred Sixty Seven Thousand Six Hundred Eleven and 14/100 Dollars (\$267,611.14), in favor of CapitalSouth Bank, (hereinafter referred to as the "Note");

B. That certain Real Estate Mortgage, dated January 28, 2004, granted by the Borrower to CapitalSouth, and recorded February 4, 2004, in Official Records Book, as Instrument No. 20040204000056720 in the Probate Office of Shelby County, Alabama, and Assignment of Rents and Leases dated January 28, 2004 by and between Borrower and CapitalSouth, recorded March 12, 2004, in Official Records Book, as Instrument No.

20040312000128420 in the Probate Office of Shelby County, Alabama, with respect to the real property as more fully described on Exhibit "A" attached hereto (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Construction Loan Agreement, dated January 28, 2004, as modified by a Commercial Loan Agreement dated August 18, 2009, between CapitalSouth and Borrower, (hereinafter referred to as the "Loan Agreement");

D. That certain Guaranty, from Alan N. Williams, dated January 28, 2004, (hereinafter referred to as the "Guaranty");

E. N/A That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the _____ Secretary of State of _____ on _____ bearing File No. _____ (hereinafter collectively referred to as the "Financing Statements"); and

F. That certain Loan Policy of Title Insurance issued by First American Title Insurance Company, Loan Policy No. FA-31-944835, in the amount of \$458,000.00, (hereinafter referred to as the "Title Policy").

G. N/A That certain _____ from _____ dated _____ (hereinafter referred to the "_____").

H. N/A Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon that certain loan evidenced by the Note and Mortgage above, and/or which are the subject matter of the action filed in the _____ Court, _____ County, case-styled _____, Case Number _____ (the "Claims").

The documents identified in paragraphs A through H above are hereinafter collectively referred to as the "Collateral Documents."

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

1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. 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 CapitalSouth (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and Collateral Documents (hereinafter referred to collectively as the "Loan"). In this Assignment, the Note, the Mortgage, the Collateral

Documents, and all other documents evidencing or securing the Loan are referred to collectively as the "Loan Documents."

3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.

4. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to the Assignee. Assignor has made no prior assignment or pledge of 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.

5. 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.

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IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of February 1, 2010.

**FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**, organized under the laws of the
United States of America

By: _____

Name: MICHAEL MOERS

Title: Attorney-in-Fact

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 1st day of February, 2010, before me, the undersigned, personally appeared MICHAEL MOERS, the Attorney-in-Fact of the **FEDERAL DEPOSIT INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF CAPITALSOUTH BANK, BIRMINGHAM, ALABAMA**, on behalf of the corporation, who is (check one) ☒ is personally known to me or _____ has provided me with (insert type of identification) _____ as satisfactory evidence that he/she is the person who executed this instrument..

Notary Public, Acting in the State and County

Aforesaid

(Print Name)

Janice Holt

My Commission Expires: (See Notary Seal)

My Commission Number is: (See Notary Seal)



EXHIBIT "A"

Legal Description

LOT 11, ACCORDING TO THE FINAL PLAT OF SAGINAW COMMERCIAL PARK, PHASE 2, AS RECORDED IN MAP BOOK 30, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

(208 CLOVERDALE CIRCLE, LOT 11 SAGINAW COMMERCIAL PARK, ALABASTER, SHELBY COUNTY, AL)

A & A Holdings, LLC
#200380



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

Limited Power of Attorney
IBERIABANK

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

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Shelby Cnty Judge of Probate, AL
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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:

LOL Thermo Sch
Witness
Name: LOL Thermo Sch
Rose Thermo
Witness
Name: Rose Thermo

Limited Power of Attorney
IBERIABANK

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

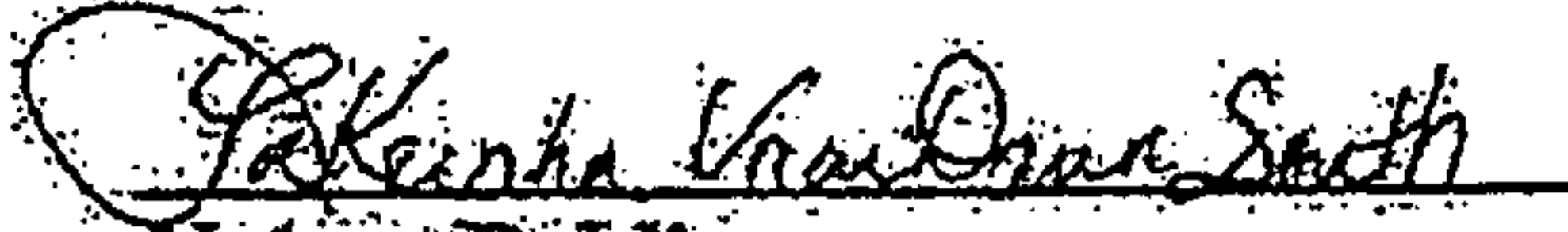
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August 24, 2009



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STATE OF TEXAS
COUNTY OF DALLAS

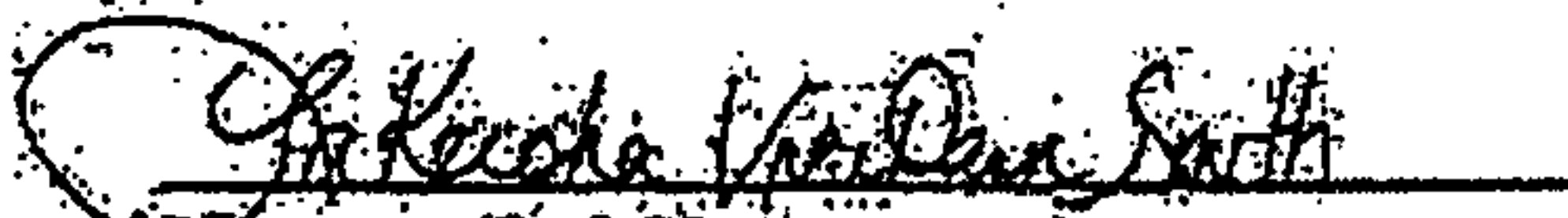
On this 26 day of August, 2009, before me, a Notary Public in and for the State of Texas, appeared Janice S. Hearn, to me personally known, who, being by me first duly sworn did depose that she is Manager of Customer Service, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), 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.


Notary Public
My Commission expires: 12/17/2012



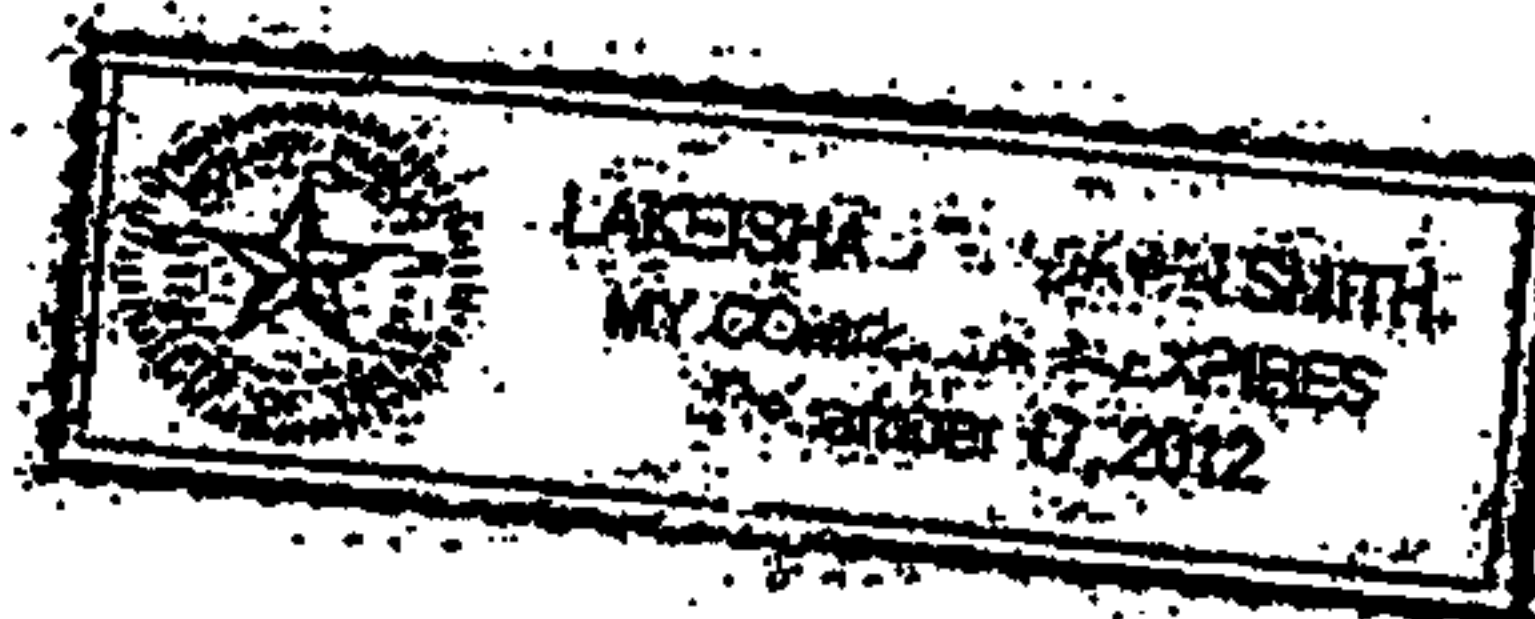
STATE OF TEXAS
COUNTY OF DALLAS

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 T. Melano (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.


Notary Public
My Commission expires: 12/17/2012

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Fee - \$29.00

Total of Fees and Taxes-\$29.00
CRONANL



Limited Power of Attorney
IBERIABANK

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

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