

20100219000050660 1/8 \$33.00
Shelby Cnty Judge of Probate, AL
02/19/2010 01:27:12 PM FILED/CERT

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

Loan Number 170272

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 Promissory Note, executed by CARCO, INC., An Alabama Corporation, (the "Borrower"), dated December 14, 2006, in the original principal amount of Two Hundred Twenty Thousand and 00/100 Dollars, (\$220,000.00), as modified by a Debt Modification Agreement dated September 19, 2007 in the principal amount of \$220,000.00, as further modified by Debt Modification Agreement dated September 19, 2007 in the principal amount of \$220,000.00, as further modified by Debt Modification Agreement dated December 14, 2007 in the principal amount of \$220,000.00, as further modified by Debt Modification Agreement dated February 20, 2008, in the principal amount of \$220,000.00, as further modified by Debt Modification Agreement dated May 20, 2008, in the principal amount of \$220,000.00, as further modified by a Debt Modification Agreement dated July 20, 2008 in the principal amount of \$220,000.00, as further modified by a Renewal Promissory Note dated October 20, 2008 in the principal amount of \$220,000.00, as further modified by a Renewal Promissory Note dated November 30, 2008, in the principal amount of \$244,620.45, as further modified by a

Renewal Promissory Note dated May 1, 2009, in the principal amount of \$242,589.18, in favor of CapitalSouth, (hereinafter referred to as the "Note");

B. That certain Mortgage dated December 14, 2006, granted by the Borrower to CapitalSouth, recorded in Official Records Book, as Instrument No. 20061228000630860, along with Assignment of Leases and Rents recorded in Official Records Book, as Instrument No. 20061228000630870, all of the public records of Shelby County Judge of Probate, 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 Mortgage dated November 19, 2007, granted by the Borrower to CapitalSouth, recorded in Official Records Book, as Instrument No. 20071126000536080 of the public records of Shelby County Judge of Probate, 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;

D. That certain Commercial Loan Agreement, dated December 14, 2006, as modified October 20, 2008, November 30, 2008, May 1, 2009, between CapitalSouth and Borrower, (hereinafter referred to as the "Loan Agreement");

E. That certain Guaranty, from Richard B. Prestwood dated December 4, 2006, (hereinafter referred to as the "Guaranty");

F. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed December 26, 2006, in the Secretary of State of Alabama, as File No. B 07-0013850 FS, also filed December 28, 2006, as Instrument No. 20061228000630880 in the Judge of Probate Office of Shelby County, Alabama, (hereinafter collectively referred to as the "Financing Statements");

G. That certain Loan Policy of Title Insurance issued by Stewart Title Guaranty Company, Loan Policy No. M-9994-9168369, in the amount of \$220,000.00, and that certain Loan Policy of Title Insurance issued by Stewart Title Guaranty Company, Loan Policy No. M-9302-000010798, in the amount of \$25,000.00, (hereinafter referred to as the "Title Policy").

H. That certain Assignment of Pledged Goods from Richard B. Prestwood to CapitalSouth, dated December 14, 2006, securing the Assignment of Auto Owner's Life Insurance Policy #020-669437-0, (hereinafter referred to as the "Assignment of Pledged Goods").

I. 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 October 5th, 2009.

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

By: 

Name: WILLIAM STOCKTON

Title: Attorney-in-Fact

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 5th day of October, 2009, before me, the undersigned, personally appeared WILLIAM STOCKTON, 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


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PART OF THE SW1/4 OF THE SW1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 30; THENCE RUN EAST ALONG THE SOUTH 1/4-1/4 SECTION LINE FOR 970 FEET; THENCE TURN LEFT 90 DEGREES FOR 401 FEET TO COUNTY ROAD FOR POINT OF BEGINNING; THENCE TURN AN ANGLE LEFT FOR 180 DEGREES AND RUN 401 FEET TO 1/4-1/4 SECTION LINE; THENCE TURN RIGHT 90 DEGREES AND RUN ALONG SECTION LINE FOR 300 FEET; THENCE TURN RIGHT 90 DEGREES AND RUN 296.70 FEET TO COUNTY ROAD; THENCE TURN RUN IN A NORTHEASTERLY DIRECTION ALONG COUNTY ROAD FOR 317 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

BEGIN AT THE SW CORNER OF THE SW1/4 OF SW1/4 OF SECTION 30, TOWNSHIP 19, RANGE 2 WEST, THEN RUN EAST AND ALONG THE 1/4-1/4 SECTION LINE FOR 883 FEET, FOR POINT OF BEGINNING. THENCE CONTINUE ON SAME LINE FOR 87.00 FEET, THENCE TURN 90 DEGREES LEFT FOR 401.00 FEET TO RIGHT OF WAY OF COUNTY ROAD, THENCE TURN 113 DEGREES LEFT FOR 158.00 FEET, THENCE TURN 77 DEGREES 30 MINUTES LEFT FOR 252.00 FEET, THENCE TURN 15 DEGREES 20 MINUTES RIGHT FOR 92.00 FEET TO POINT OF BEGINNING.

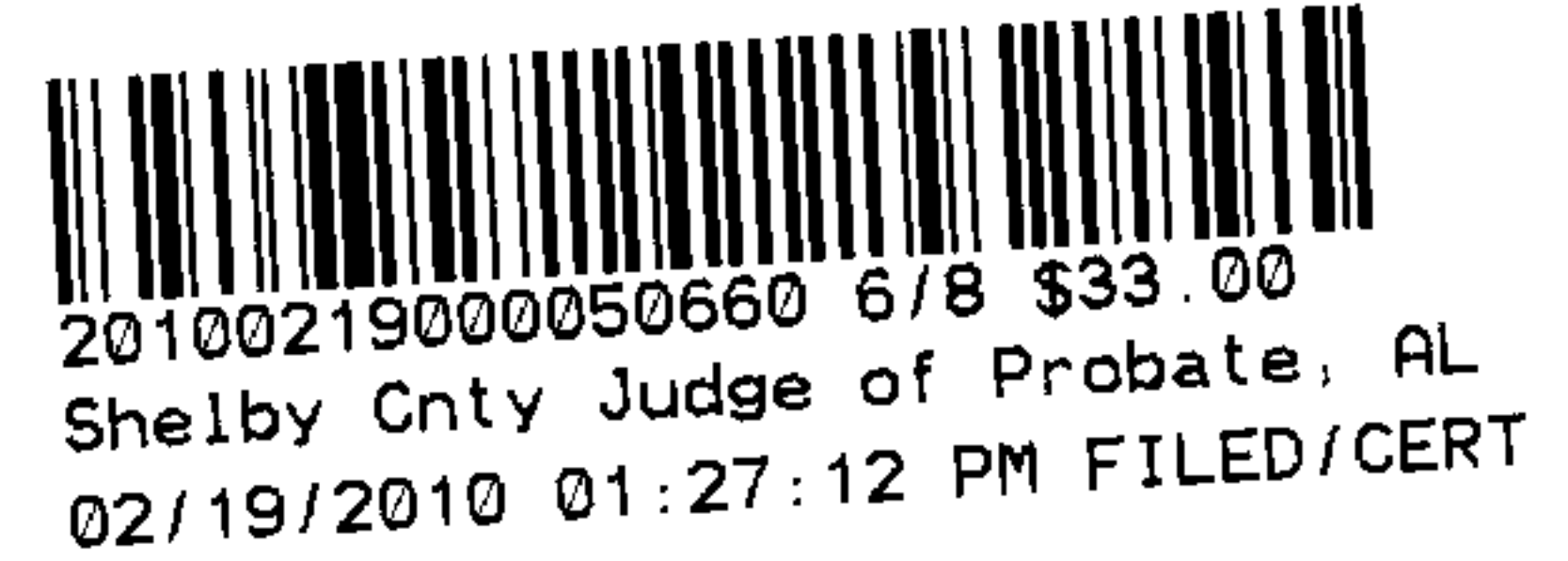
SITUATED IN SHELBY COUNTY, ALABAMA.

Carco #170272

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:

Lois Thompson
Witness
Name: Lois Thompson

Rose Truina
Witness
Name: Rose Truina


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Limited Power of Attorney
IBERIABANK

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

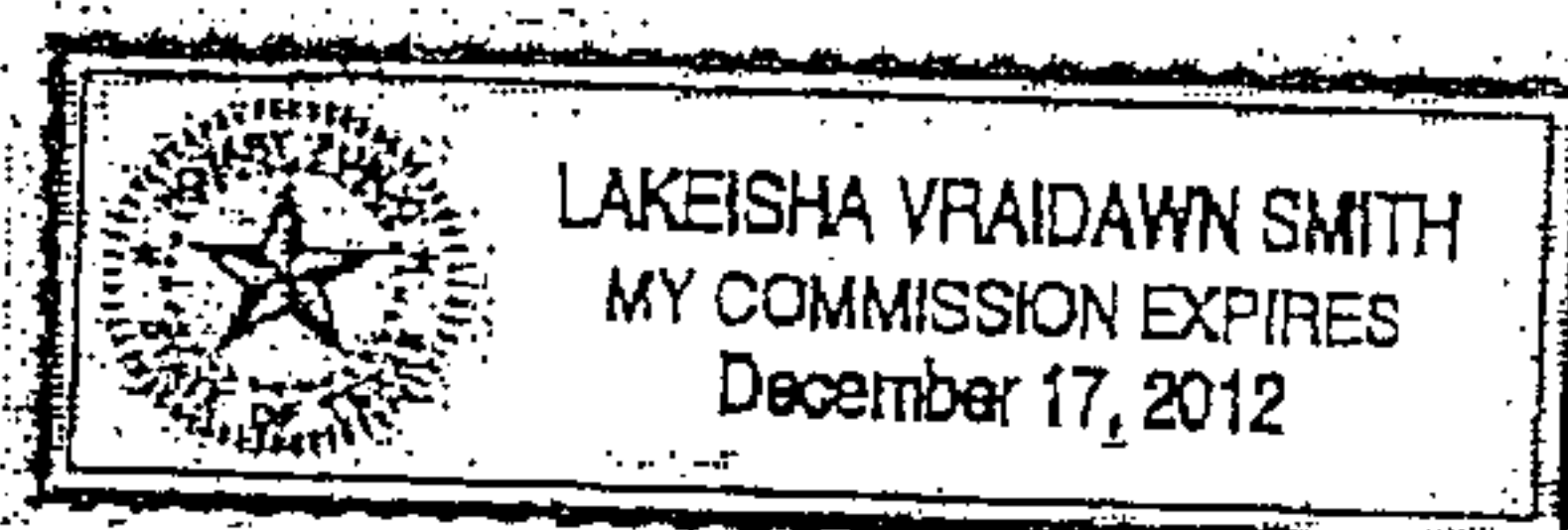
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August 24, 2009

STATE OF TEXAS
COUNTY OF DALLAS

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On this 24 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 Trebino (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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