

RECORD & RETURN TO:

Hancock Bank
ATTN: Lending Services
P O Box 4020
Gulfport, MS 39502

PREPARED BY: Laurie Russell
LOAN # 3088499


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Shelby Cnty Judge of Probate, AL
05/17/2010 03:41:56 PM FILED/CERT

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT (this "Assignment") is made effective this 18th day of December 2009, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, 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 **HANCOCK BANK** ("Assignee") with an address of 2510 14th Street, One Hancock Plaza, 7th Floor, Gulfport, Mississippi 39502.

WHEREAS, on December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, 12 U.S.C §1821 *et. seq.* (the "FDIC Act"), the Office of Thrift Supervision closed the operations of Peoples First Community Bank, Panama City, Florida ("Peoples First"), and appointed the Assignor as the receiver of Peoples First.

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

WHEREAS, on or about December 18, 2009, in accordance with that certain Purchase and Assumption Agreement (Modified Whole Bank, All Deposits) dated December 18, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of Peoples First to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain Promissory Note dated June 6, 2007, executed by **Lawrence R. Tate and Claudean E. Tate** (the "Borrower"), in the original principal amount of Two Hundred Seven Thousand Seven Hundred Sixty-Six and 50/100 Dollars (\$207,766.50) in favor of Peoples First (hereinafter referred to as the "Note");

B. That certain Mortgage dated June 29, 2000, granted by the Borrowers to Peoples First, and recorded in Official Records Instrument #2000-22384, all of the public records of Shelby County, Alabama, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Business Loan Agreement dated June 6, 2007, by and between Peoples First and Borrower (hereinafter referred to as the "Loan Agreement");

D. That certain N/A Guaranty dated _____, from _____, in favor of Peoples First (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on N/A, bearing Instrument No. _____, and recorded in Official Records Book _____, Page _____, of the public records of _____ County, Florida (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance dated July 6, 2000, issued by Chicago Title Insurance Company, Loan Policy #01 0002 107 00026355, in the amount of \$376,000.00 (hereinafter referred to as the "Title Policy");

G. That certain Assignment of Rents from Lawrence R. Tate and Claudean E. Tate, dated June 26, 2000, (hereinafter referred to as the "Assignment of Rents"); NOTE: Not recorded in Official Records

H. 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 N/A Court, _____ County, case-styled _____, Case Number _____ (the "Claims").

The documents identified in paragraph(s) C, F and G 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 Peoples First (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."

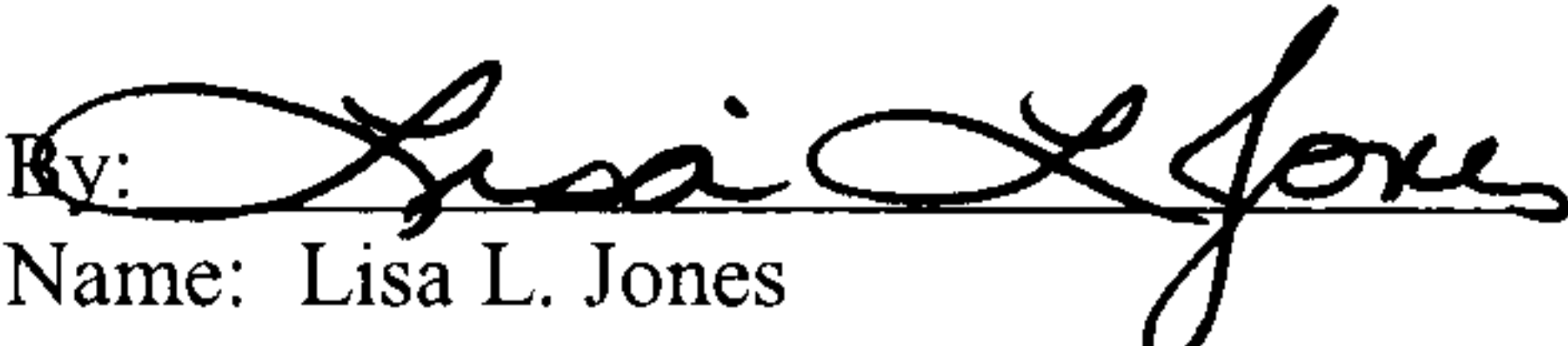
3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.

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.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of May 10, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR PEOPLES FIRST COMMUNITY
BANK, PANAMA CITY, FLORIDA,** organized under the
laws of the United States of America

By: 
Name: Lisa L. Jones
Title: Attorney-in-Fact

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of May, 2010, within my jurisdiction, the within named Lisa L. Jones, who (check one) X 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 and who acknowledged that she is the attorney in fact of the **FEDERAL DEPOSIT INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, a corporation organized under the laws of the United States of America, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public, Acting in the State and County Aforesaid
(Print Name) Shane H. Hutchinson
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)

