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Shelby Cnty Judge of Probate, AL
05/25/2010 09:32:03 AM FILED/CERT

Prepared By: P Benoit
Return To:
IBERIABANK
P O Box 12440
New Iberia, LA 70562-2440

Loan Number 63284

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

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, dated April 30, 2004, executed by PORTER BRIDGE LOAN COMPANY, INC., an Alabama Corporation, (the "Borrower"), in favor of Bank of Alabama a/k/a CapitalSouth Bank, in the original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars, ($750,000.00), as modified by a Debt Modification Agreement dated January 30, 2005, as further modified by a Renewal Promissory Note dated February 5, 2006, in favor of CapitalSouth Bank, as further modified by a Renewal Promissory Note dated June 5, 2006, in the principal amount of $675,00.00, as further modified by a Renewal Promissory Note dated December 5, 2006, as further modified by a Renewal Promissory Note dated March 31, 2007, as further modified by a Debt Modification Agreement dated September 1,2007, as further modified by a Renewal Promissory Note dated March 30, 2008, in the principal amount of $645,250.00, as further modified by a Renewal Promissory Note dated September 26, 2008, as further modified by a Debt Modification Agreement dated April 15, 2009, in the principal amount of $644,447.90, as further modified by a Debt Modification Agreement dated January 15, 2009, in the principal amount of $645,146.81, as further modified by a Debt Modification Agreement dated August 15, 2009, in the principal amount of $644,447.90, in favor of CapitalSouth, (hereinafter referred to as the "Note");

B. That certain Assignment of Note and Security dated April 30, 2004, granted by Edward L. Cates, I-65 Motors, Inc. and Porter Bridge Loan Company, Inc., to CapitalSouth Bank, recorded as Instrument No. 20040602000293550, Page 1/1, Probate Office of Shelby County, Alabama; said Assignment also recorded as Instrument No. 200462/0785, Probate Office of Jefferson County, Bessemer Division, Alabama (hereinafter referred to as the "Assignment of Note and Security");

C. That certain Commercial Loan Agreement, dated February 5, 2006, as modified June 5, 2006, December 5, 2006, March 31, 2007, March 30, 2008, and September 26, 2008, between CapitalSouth and Borrower, (hereinafter referred to as the "Loan Agreement");

D. That certain Guaranty from Marcus L. Porter, dated August 20, 2002, as modified September 2, 2003, July 22, 2004 and March 31, 2007, (hereinafter referred to as the "Guaranty");

E. That certain Guaranty from Donald Porter, dated August 20, 2002, as modified September 2, 2003, July 22, 2004 and March 31, 2007, (hereinafter referred to as the "Guaranty");

F. That certain Guaranty from Porter Bridge Loan Company, Inc., dated August 20, 2002, as modified September 2, 2003, July 22, 2004 and March 31, 2007, (hereinafter referred to as the "Guaranty");

G. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Secretary of State of Alabama, on May 4, 2004, as File No. 04-0352050, along with the UCC-3 Amendment (Continuation) filed December 8, 2008, hereinafter collectively referred to as the "Financing Statements");

H. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Secretary of State of Alabama, on August 18, 2006, as File No. 06-0729338, (hereinafter collectively referred to as the "Financing Statements");

I. That certain Arbitration Agreement dated April 30, 2004, by and between Borrower and CapitalSouth, (hereinafter referred to as the "Arbitration Agreement");

J. That certain Errors and Omissions Agreement dated February 5, 2006, as modified June 5, 2006, December 5, 2006, March 31, 2007, and January 15, 2009, between Borrower and CapitalSouth (hereinafter referred to as the "Errors and Omissions Agreement");

K. 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 K 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.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of May 14, 2010.

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 14th day of May, 2010, 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) Patti D. Kilgore
My Commission Expires: *(See Notary Seal)* 5/25/11
My Commission Number is: *(See Notary Seal)*

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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

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

LAKEISHA VRAIDAWN SMITH
MY COMMISSION EXPIRES
December 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

LAKEISHA [illegible] SMITH
MY CO[illegible] EXPIRES
[illegible] 17, 2012