

Prepared By: P Benoit
IBERIABANK
P O Box 12440
New Iberia, LA 70562-2440
Attn: Paula Benoit, Loan Ops

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

Loan Number 63167

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 February 18, 2004, executed by JOHN D. CROMPTON AND DONNA K. CROMPTON, (the Borrower"), in favor of Bank of Alabama a/k/a CapitalSouth Bank, in the original principal amount of Ninety Nine Thousand and 00/100 Dollars, (\$99,000.00), as modified by a Renewal Promissory Note dated December 5, 2004, in the principal amount of \$98,079.24, as further modified by a Renewal Promissory Note dated August 5, 2005, in the principal amount of \$96,555.82, as further modified by a Renewal Promissory Note dated August 5, 2006, in favor of CapitalSouth Bank in the principal amount of \$94,429.62, as further modified by a Renewal Promissory Note dated February 5, 2007, in the principal amount of \$93,779.62, as further modified by a Renewal Promissory Note dated May 5, 2007, in the principal amount of \$93,094.07, in favor of CapitalSouth, (hereinafter referred to as the "Note");

B. That certain Mortgage (with Future Advance Clause), dated February 18, 2004, granted by the Borrower to Bank of Alabama a/k/a CapitalSouth, recorded as Document No. 20040220000088200, public records of 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. N/A That certain Commercial Loan Agreement, dated , between CapitalSouth and Borrower, (hereinafter referred to as the "Loan Agreement");

D. N/A That certain Guaranty from _____, dated (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 ___, as File No. ___, (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance issued by First American Title Insurance Company, Loan Policy No. FA-31-845395, in the amount of \$99,000.00 (hereinafter referred to as the "Title Policy");

G. That certain Errors and Omissions Agreement dated February 18, 2004, as modified August 5, 2005, between Borrower and Bank of Alabama a/k/a CapitalSouth Bank, as further modified august 5, 2006, February 5, 2007, May 5, 2007, between Borrower and CapitalSouth (hereinafter referred to as the "Errors and Omissions Agreement");

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.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of April 12, 2010.

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

By: [Signature]
NAME: MICHAEL MOERS

Title: Attorney-in-Fact


STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 12th day of April, 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..

[Signature]
Notary Public, Acting in the State and County
Aforesaid
(Print Name) JANICE NOCT
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)

EXHIBIT "A"
Legal Description


20100527000169550 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
05/27/2010 04:00:29 PM FILED/CERT

LOT 860, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 8TH SECTOR,
PHASE II, AS RECORDED IN MAP BOOK 31, PAGE 54ABC IN THE OFFICE OF THE
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

(1008 Hillside Crescent, Birmingham, AL 35242)

Crompton, John

#63167

ALLONGE TO THAT CERTAIN Promissory Note dated February 18, 2004, in favor of Bank of Alabama a/k/a CapitalSouth Bank, in the original principal amount of Ninety Nine Thousand and 00/100 Dollars, (\$99,000.00), as modified by a Renewal Promissory Note dated December 5, 2004, in the principal amount of \$98,079.24, as further modified by a Renewal Promissory Note dated August 5, 2005, in the principal amount of \$96,555.82, as further modified by a Renewal Promissory Note dated August 5, 2006, in favor of CapitalSouth Bank in the principal amount of \$94,429.62, as further modified by a Renewal Promissory Note dated February 5, 2007, in the principal amount of \$93,779.62, as further modified by a Renewal Promissory Note dated May 5, 2007, in the principal amount of \$93,094.07, executed and delivered by JOHN D. CROMPTON AND DONNA K. CROMPTON, in favor of CapitalSouth Bank.

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 12th day of April, 2010.

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

By: 
Name: MICHAEL MOERS
Title: Attorney-in-Fact

Loan No: 63167