

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment") is made effective as of this the \_\_\_\_ day of June, 2010, 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**, a Louisiana corporation ("Assignee"), with an address of 200 West Congress Street, Lafayette, Louisiana 70501.

**RECITALS**

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

WHEREAS, in accordance with the Act, Assignor is empowered to liquidate the assets of the Failed Bank in order to wind down the affairs of the Failed Bank; and

WHEREAS, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated August 21, 2009 (the "Purchase Agreement"), by and among Assignor, Assignee and the Federal Deposit Insurance Corporation, Assignor sold certain assets of the Failed Bank to Assignee, including without limitation the following loan documents:

A. That certain Promissory Note executed by **TRINITY HOMES, LLC**, an Alabama limited liability company ("Borrower"), in the original principal amount of Three Hundred Eight-Four Thousand and 00/100 Dollars (\$384,000.00) in favor of Failed Bank, dated June 6, 2007 (as may have been amended from time to time, the "Note");

B. That certain Mortgage granted by Borrower to the Failed Bank, dated June 6, 2007, and recorded in Instrument No. 20070613000276890 in the Probate Office of Shelby County, Alabama, with respect to the real property more fully described on Exhibit A attached hereto (as may have been amended from time to time, the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Construction Loan Agreement between Failed Bank and Borrower, dated June 6, 2007 (as may have been amended from time to time, the "Loan Agreement");

D. Those certain Guaranties from J. Dan Taylor dated October 21, 2004 and February 18, 2005 (together the "Guaranty"); and,



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Collectively, all of the documents identified in paragraphs A through D above shall hereinafter be referred to as the "Loan Documents".

### AGREEMENT

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

1. Assignment of Note, Mortgage and Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and other Loan Documents, together with all right, title and interest of Assignor in and to said Note, Mortgage and other Loan Documents, the indebtedness secured thereby (the "Loan"), and all rights, powers and privileges conferred thereunder, including without limitation all of Assignor's right to receive payments of principal and interest under the Note. **TO HAVE AND TO HOLD** all and singular said Loan, Note, Mortgage and other Loan Documents, and the rights hereby granted and assigned unto Assignee, its successors and assigns forever. 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 Failed Bank (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and other Loan Documents (the "Loan").

3. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. Except as otherwise provided herein or in the Purchase Agreement, this Assignment is being made without recourse, and without any representation or warranty of any kind.

4. 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.

**[signature page to follow]**

  
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IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of June \_\_\_, 2010.

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

By: [Signature]  
Name: MICHAEL MOERS  
Title: Attorney-in-Fact

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

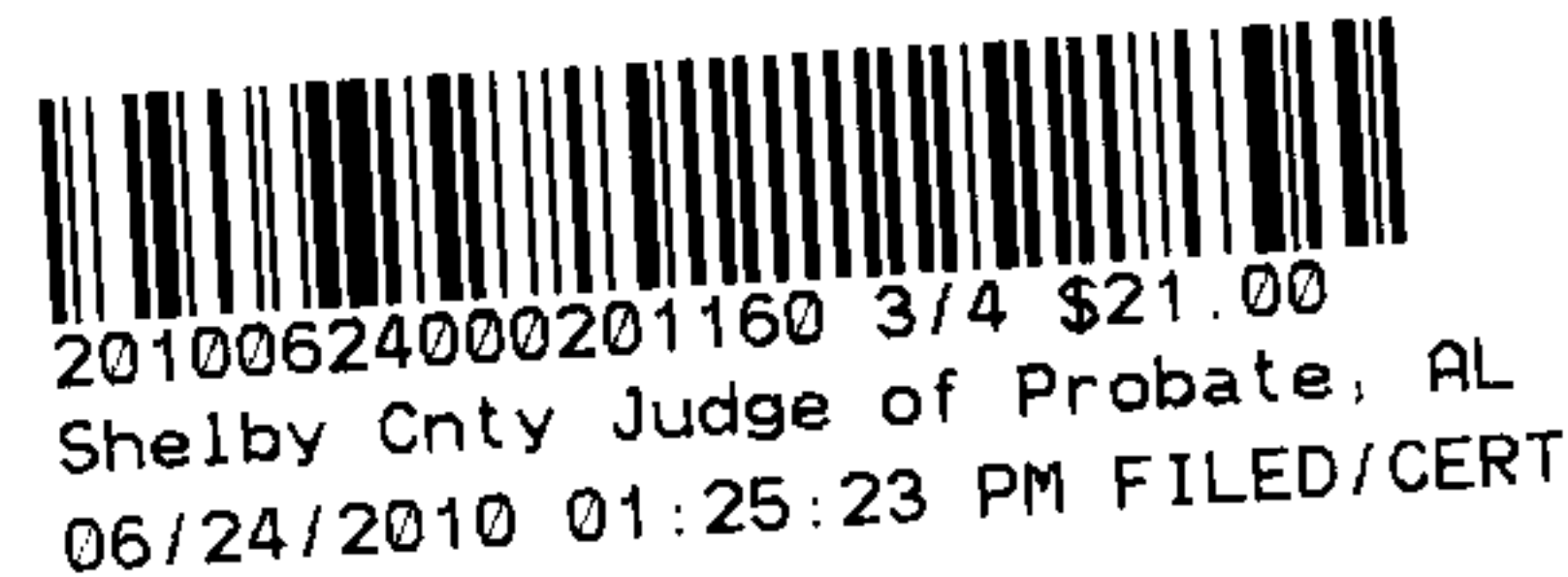
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Moers, whose name as Attorney-in-Fact for **FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF CAPITALSOUTH BANK, BIRMINGHAM, ALABAMA**, organized under the laws of the United States of America, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Attorney-in-Fact, executed the same voluntarily on behalf of said corporation.

Given under my hand and official seal this the 22nd day of June, 2010.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: 5/25/11



**EXHIBIT A**

**Lot 5B, according to the Final Plat of The Woodlands Sector 4,  
as recorded in Map Book 36, Page 89, in the Probate Office of  
Shelby County, Alabama.**

  
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