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Shelby Cnty Judge of Probate, AL  
07/21/2010 11:51:26 AM FILED/CERT

STATE OF ALABAMA )  
COUNTIES OF SHELBY AND JEFFERSON )

20100720000782110 1/7  
Bk: LR201006 Pg:5356  
Jefferson County, Alabama  
I certify this instrument filed on:  
07/20/2010 03:37:41 PM AS  
Judge of Probate- Alan L. King

## 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 18 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, Attention: \_\_\_\_\_.

### 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 Balaji Miami, LLC, a Florida limited liability company ("Borrower"), in the original principal amount of Five Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00) in favor of Failed Bank, dated September 18, 2008 (as may have been amended from time to time, the "Note");

B. That certain Accommodation Mortgage granted by **NP PROPERTIES, LLC**, an Alabama limited liability company to the Failed Bank, dated September 18, 2008 and recorded in Book LR200810, Page 21387 in the Probate Office of Jefferson 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 "NP Properties Mortgage"), which mortgage secures the repayment of the Note;

C. That certain Accommodation Mortgage granted by **CHIMAN PATEL, LLC**, an Alabama limited liability company to the Failed Bank, dated September 18, 2008 and recorded in Book LR200810, Page 21409 in the Probate Office of Jefferson County, Alabama, with respect to the real property more fully described on Exhibit B attached hereto (as may have been



amended from time to time, the "Chiman Patel Mortgage"), which mortgage secures the repayment of the Note;

D. That certain Accommodation Mortgage granted by **LAKSHMI, LLC**, an Alabama limited liability company to the Failed Bank, dated September 18, 2008 and recorded in Instrument No. 20080922000375120, in the Probate Office of Shelby County, Alabama, with respect to the real property more fully described on Exhibit C attached hereto (as may have been amended from time to time, the "Lakshmi Mortgage", and together with the NP Properties Mortgage and the Chiman Patel Mortgage, the "Mortgages"), which Mortgage secures the repayment of the Note;

E. That certain Loan Agreement between Failed Bank and Borrower, dated September 18, 2008 (the "Loan Agreement");

F. That certain Guaranty Agreement from Chiman S. Patel, dated September 18, 2008 (the "Chiman Patel Guaranty");

G. That certain Guaranty Agreement from Vimu Patel, dated September 18, 2008 (the "Vimu Patel Guaranty");

H. That certain Guaranty Agreement from Nilesh Patel, dated September 18, 2008 (the "Nilesh Patel Guaranty", and together with the Chiman Patel Guaranty and the Vimu Patel Guaranty, the "Guaranties");

I. That certain UCC-1 Financing Statement from Chiman S. Patel, as debtor, filed in the office of the Secretary of State of Alabama on September 22, 2008, bearing Instrument No. 08-0623660, that certain UCC-1 Financing Statement from Corday, LLC, as debtor filed in the office of the Secretary of State of California on September 22, 2008, bearing Instrument No. 08-7172921007;

J. Each of the following loan policies of title insurance issued by Old Republic Title Insurance Company (collectively, the "Title Policies"):

- (i) Loan Policy No. LX262167 in the amount of \$2,450,000.00;
- (ii) Loan Policy No. LX262166 in the amount of \$1,060,000.00; and
- (iii) Loan Policy No. LX262165 in the amount of \$1,580,000.00.

K. That certain Environmental Indemnity Agreement from Borrower, Chiman S. Patel, Vimu Patel and Nilesh Patel dated September 18, 2008.

L. That certain Environmental Indemnity Agreement from Borrower, NP Properties, LLC, Chiman S. Patel, Vimu Patel and Nilesh Patel dated September 18, 2008.

M. That certain Environmental Indemnity Agreement from Borrower, Chiman Patel, LLC, Chiman S. Patel, Vimu Patel and Nilesh Patel dated September 18, 2008.

N. That certain Environmental Indemnity Agreement from Borrower, LAKSHMI, LLC, Chiman S. Patel, Vimu Patel and Nilesh Patel dated September 18, 2008.

Collectively, all of the documents identified in paragraphs A through N 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, the Mortgages and the other Loan Documents, together with all right, title and interest of Assignor in and to said Note, Mortgages 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, Mortgages 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, Mortgages 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 18, 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 18 day of June, 2009. <sup>10th</sup>

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: 11-30-12

This instrument prepared by:

J. Keith Windle, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
(205) 521-8415



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## **EXHIBIT A**

(Legal Description – NP Properties Mortgage)

Lot 3, according to the Final Plat of Wildwood North Business Park, as recorded in Map Book 201, Page 98, in the Probate Office of Jefferson County, Alabama.

LESS AND EXCEPT:

Lot 3-A, according to the Amended Plat of Wildwood North Business Park Plat No. 1-A, as recorded in Map Book 221, Page 6, in the Probate Office of Jefferson County, Alabama.

Together with rights obtained that constitute an interest in real estate, under that certain Stormwater Detention Agreement by and between Polar-BEK and Baker Wildwood Partnership and the City of Homewood dated June 13, 1996, recorded in Instrument No. 9607/8693; assigned and assumed by Jay Hospitality, LLC in Land Record 200612, Page 1310.



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**EXHIBIT B**

(Legal Description – Chiman Patel Mortgage)

Lot 2-A-1, according to Holiday Inn's Resurvey, as recorded in Map Book 217, Page 41, in the Probate Office of Jefferson County, Alabama.

Lot 2-A-2, according to Holiday Inn's Resurvey, as recorded in Map Book 217, Page 41 in the Probate Office of Jefferson County, Alabama.

NOW KNOW AS:

Lot 2 A, according to the Final Plat of Patel's Resurvey of Holiday Inn's Resurvey as recorded in Map Book 219, Page 93 in the Probate Office of Jefferson County, Alabama.




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## **EXHIBIT C**

(Legal Description –Lakshmi Mortgage)

Lots 16 and 17 according to the Survey of Colonial Promenade Alabaster South, as recorded in Map Book 38, Page 119 A & B, in the Probate Office of Shelby County, Alabama.

Together with rights obtained that constitute an interest in real estate, under that certain Operation and Easement Agreement between Target Corporation, Highway 31 Alabaster, LLC and Highway 31 Alabaster Two, LLC for Colonial Promenade Alabaster dated January 13, 2006 as recorded in Instrument # 20060117000026240 and Addendum recorded in Instrument # 20060503000209300 and First Amendment recorded in Instrument # 20070220000077630; together with rights obtained that constitute an interest in real estate under that certain Construction Operating and Easement Agreement by and between Highway 31 Alabaster, LLC, Highway 31 Alabaster Two, LLC and J. C. Penney Properties, Inc. dated March 16, 2006 as recorded in Instrument # 20060316000123780.

  
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Fee - \$23.00

Total of Fees and Taxes-\$23.00  
LYNN