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Shelby Cnty Judge of Probate, AL  
07/28/2010 10:06:27 AM FILED/CERT

PREPARED BY, RECORD & RETURN TO:  
Preparer: Paula L. Benoit

IBERIABANK

P. O. BOX 12440

NEW IBERIA, LA 70562-2440

Loan No. 170762

### **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: Elizabeth P. Trotter.

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 September 18, 2008, executed by BALAJI MIAMI LLC, a Florida limited liability company, (the "Borrower"), in the original principal amount of Five Million Nine Hundred Fifty Thousand and 00/100 Dollars, (\$5,950,000.00), as modified by a Debt Modification Agreement dated July 28, 2009, in the principal amount of \$4,095,107.12, in favor of CapitalSouth, (hereinafter referred to as the "Note"); and
- B. That certain Mortgage, Security Agreement and Assignment of Rents and Leases dated September 18, 2008, granted by Corday, LLC, a California limited liability company, to CapitalSouth, and recorded as Doc No. CFN 2008R0789149, Book 26585, Pages 2495-

- 2513, of the public records of Miami-Dade County, Florida, with respect to the real property described as Parcel 1,2,3,4,5,and 6, according to plat recorded in Plat Book B, Page 41, of the public records of Dade County, Florida, and as further described therein, (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and
- C. That certain Accommodation Mortgage dated September 18, 2008, granted by Chiman Patel, LLC, an Alabama limited liability company, recorded in Book LR200810, Page 21409, along with that certain Assignment of Leases and Rents recorded in Book LR200810, Page 21419, records of the Probate Office of Jefferson County, Alabama, with respect to the real property known as Lot 2A, 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, and as further described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and
- D. That certain Accommodation Mortgage dated September 18, 2008, granted by NP Properties, LLC, an Alabama limited liability company, recorded in Book LR200810, Page 21387, along with that certain Assignment of Leases and Rents recorded in Book LR200810, Page 21397, records of the Probate Office of Jefferson County, Alabama, with respect to the real property known as 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, and as further described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and
- E. That certain Accommodation Mortgage dated September 18, 2008, granted by Lakshmi, LLC, an Alabama limited liability company, recorded as Document No. 20080922000375120, along with that certain Assignment of Leases and Rents recorded as Document No. 2000922000375130, records of the Probate Office of Shelby County, Alabama, with respect to the real property known as 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, and as further described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and
- F. That certain Commercial Loan Agreement dated September 18, 2008, by and between Borrower and CapitalSouth, (hereinafter referred to as the "Loan Agreement"); and
- G. That certain Assignment of Proceeds dated September 18, 2008, as modified by that certain Amended and Restated Assignment of Proceeds dated September 26, 2008, by Chiman S. Patel, in favor of CapitalSouth, (hereinafter referred to as the "Security Agreement"); and
- H. That certain Guaranty, dated September 18, 2008, from Vimu c. Patel and Chima S. Patel, in favor of CapitalSouth, (hereinafter referred to as the "Guaranty"); and

- I. That certain UCC-1 Financing Statement from Chiman S. Patel, as Debtor, in favor of CapitalSouth, filed in the Secretary of State of Alabama, on September 22, 2008, bearing File No. 08-0623660, (hereinafter collectively referred to as the "Financing Statements"); and
- J. That certain UCC-1 Financing Statement from Corday, LLC, as Debtor, in favor of CapitalSouth, filed in the Secretary of State of California, on September 22, 2008, bearing File No. 08-7172921007, (hereinafter collectively referred to as the "Financing Statements"); and
- K. That certain UCC-1 Financing Statement from Corday, LLC, as Debtor, in favor of CapitalSouth, filed in Miami-Dade County, Florida, on September 26, 2008, bearing File No. CFN2008R0789150 or Book 26585, Pages 2514-2519, (hereinafter collectively referred to as the "Financing Statements"); and
- L. That certain Loan Policy of Title Insurance issued by Old Republic National Title Insurance Company, Loan Policy #MJB-08030557 in the amount of \$5,950,000.00, (title vested in Corday, LLC) (as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and
- M. That certain Loan Policy of Title Insurance issued by Old Republic National Title Insurance Company, Loan Policy #LX262166, in the amount of \$1,060,000.00, (title vested in Chiman Patel, LLC), as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and
- N. That certain Loan Policy of Title Insurance issued by Old Republic National Title Insurance Company, Loan Policy #LX262167, in the amount of \$2,450,000.00, (title vested in NP Properties, LLC), as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and
- O. That certain Loan Policy of Title Insurance issued by Old Republic National Title Insurance Company, Loan Policy #LX262165, in the amount of \$1,580,000.00, (title vested in Lakshmi, LLC), as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and
- P. 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"); and

The documents identified in paragraphs F through P 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 July 19, 2010.

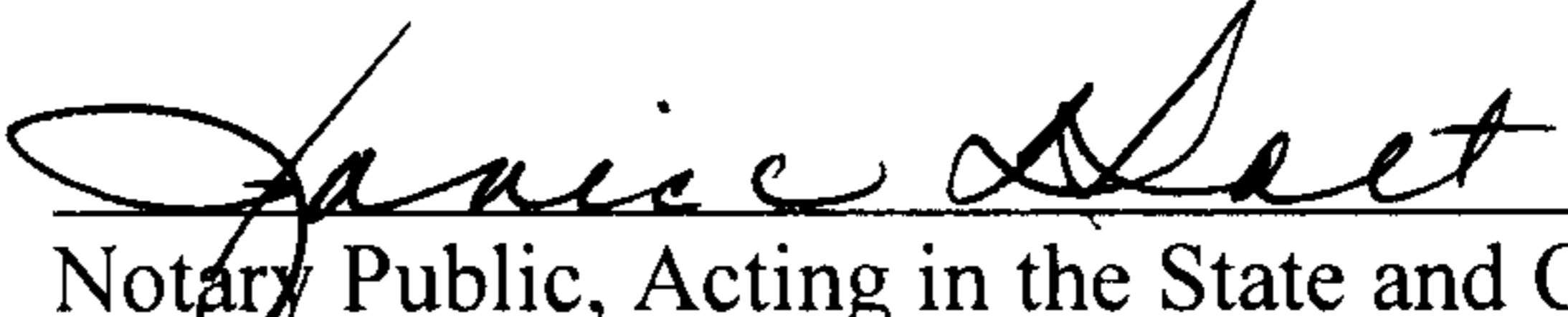
**FEDERAL DEPOSIT INSURANCE  
CORPORATION, RECEIVER OF  
CAPITALSOUTH BANK, BIRMINGHAM,  
ALABAMA**, organized under the laws of the  
United States of America

By:   
Name: WILLIAM STOCKTON  
Title: Attorney-in-Fact

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 19th day of July, 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) Janice Holt  
My Commission Expires: *(See Notary Seal)*  
My Commission Number is: *(See Notary Seal)*

### 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

Limited Power of Attorney  
IBERIABANK

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

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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:**

Dori Thompson  
Witness

Name: LORI Thompson

Rose Trevino  
Witness

Name: Rose Trevino

Limited Power of Attorney  
IBERIABANK

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

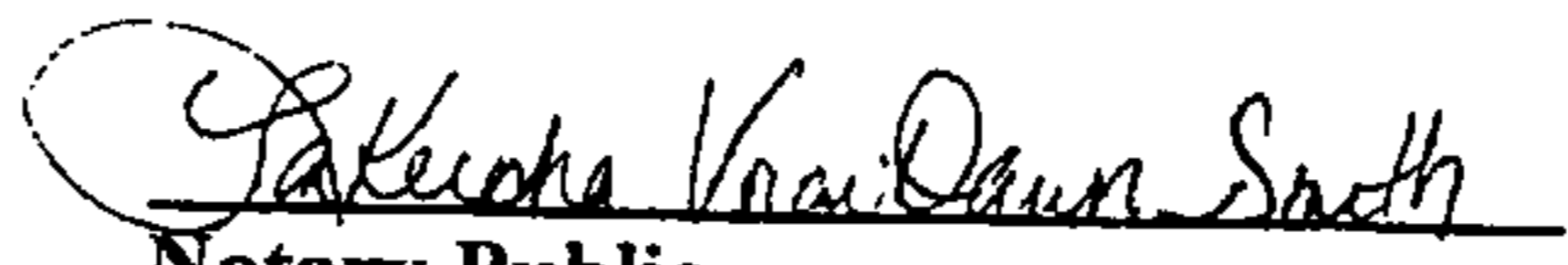
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STATE OF TEXAS  
COUNTY OF DALLAS


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.

  
Notary Public  
My Commission expires: 12/17/2012



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.


  
Notary Public  
My Commission expires: 12/17/2012



Limited Power of Attorney  
IBERIABANK

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

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