

PREPARED BY, RECORD & RETURN TO:
IBERIABANK
PO BOX 12440.
NEW IBERIA LA 70562
Attn: Victoria Savoie

Loan No. 7700671

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, executed by Bradley M Woods and Richard F Day ("Borrower"), in the original principal amount of One Hundred Thirteen Thousand Eight Hundred and 00/100 Dollars (\$113,800.00) in favor of CapitalSouth fka Bank of Alabama, dated November 05, 2004 (as may have been amended from time to time, the "Note");

B. That certain Mortgage granted by Bradley M Woods and Richard F Day to CapitalSouth Bank fka Bank of Alabama, dated November 05, 2004, and recorded in Official Records 20041115000627340, Pg 1/4, Alabama Shelby, 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. That certain Commercial Loan Agreement between CapitalSouth and Borrower, dated _____ (hereinafter referred to as the "Loan Agreement");

D. That certain _____ Guaranty, from _____, dated _____, (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as debtor, filed in the office of the Secretary of State of _____ on _____, bearing Instrument No. _____, and that certain UCC-1 Financing Statement from Borrower, as debtor, recorded in Book _____, Page _____/Instrument _____ in the Probate Office of _____ County, Alabama (collectively, the "Financing Statements");

F. That certain Loan Policy of Title Insurance issued by N/A Loan Policy N/A in the amount of \$N/A (hereinafter referred to as the "Title Policy").

G. That certain _____ from _____, dated _____, _____ (hereinafter referred to as the "_____").

H. 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.

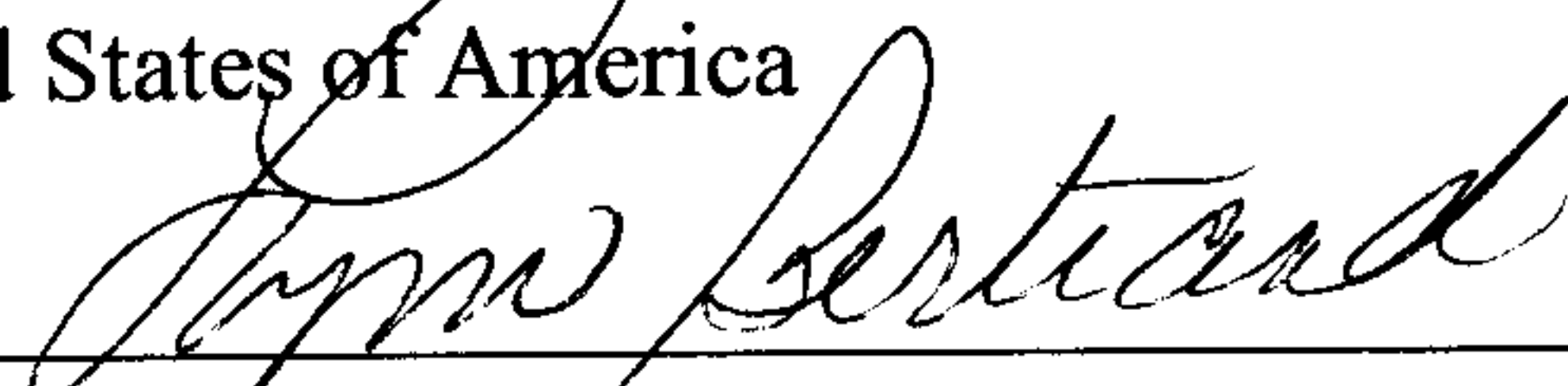
5. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

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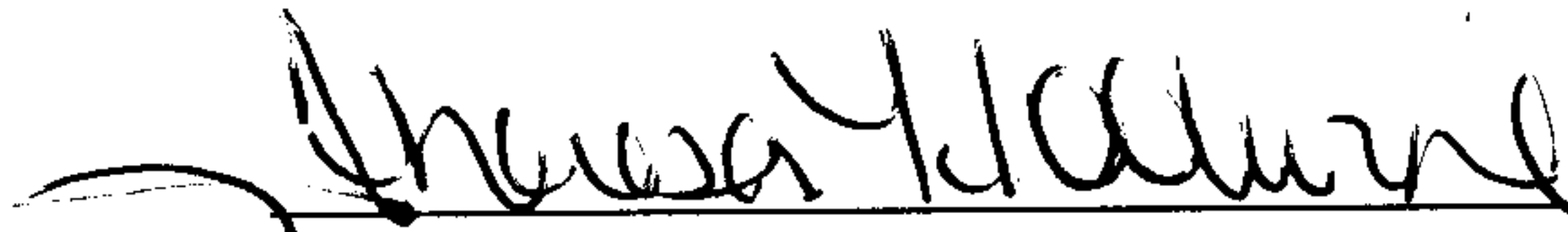
IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of September 1, 2010.

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

By: 
Name: Lynn Bertrand
Title: Attorney-in-Fact

STATE OF Louisiana
PARISH OF IBERIA

On the 1 day of September, 2010, before me, the undersigned, personally appeared Lynn Bertrand, 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)* x 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) _____
My Commission Expires: *(See Notary Seal)*
My Commission Number is *(See Notary Seal)*

Theresa Woolwine
NOTARY PUBLIC, IBERIA PARISH
My commission expires at death
Commission # 60710



EXHIBIT "A"

Lot 478, According to the survey of Waterford Highlands, Sector 3, Phase 2, as recorded in map
book 32, page 136, in the probate office of Shelby County, Alabama


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Shelby Cnty Judge of Probate, AL
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POA 1/4

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, employee of IBERIABANK
Gregg Strader, employee of IBERIABANK
Michael Moers, employee of IBERIABANK
William Stockton, employee of IBERIABANK
Steven Kelley, employee of IBERIABANK
Therese Young, employee of IBERIABANK
Lynn Bertrand, employee of IBERIABANK
Debbie Bedia, employee of IBERIABANK
Carol Stockley, employee of IBERIABANK
Molly Wiltz, employee of IBERIABANK

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, ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, 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 formerly held by CapitalSouth Bank to IBERIABANK, pursuant to that certain Purchase and Assumption Agreement, dated as of August 21, 2009 between Receiver, and IBERIABANK.

2. Regarding indebtedness previously owned by the former CapitalSouth Bank that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former CapitalSouth Bank, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Limited Power of Attorney
IBERIABANK

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

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Shelby Cnty Judge of Probate, AL
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Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

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 of CapitalSouth Bank

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."

3. 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 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, 2010, and shall continue in full force and effect through August 31, 2011, 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, 29 day of June, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Betty Holston-Okae
Name: Betty Holston-Okae
Title: Resolutions & Closings Manager
Dallas Regional Office

Signed in the presence of:

Cassandra Veasley

Witness
Name: Cassandra Veasley

Regina Richardson

Witness
Name: REGINA RICHARDSON

Limited Power of Attorney
IBERIABANK

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

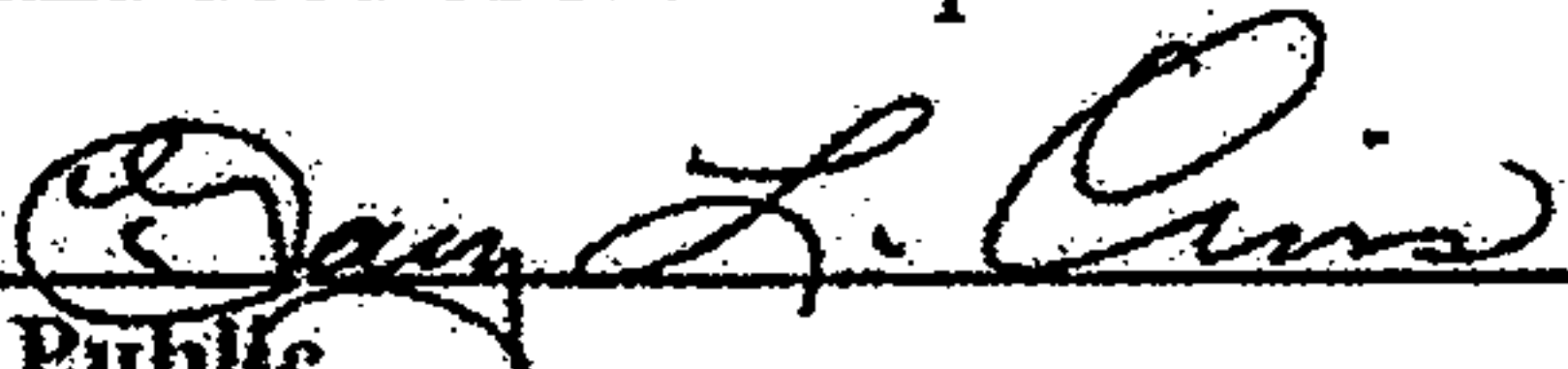
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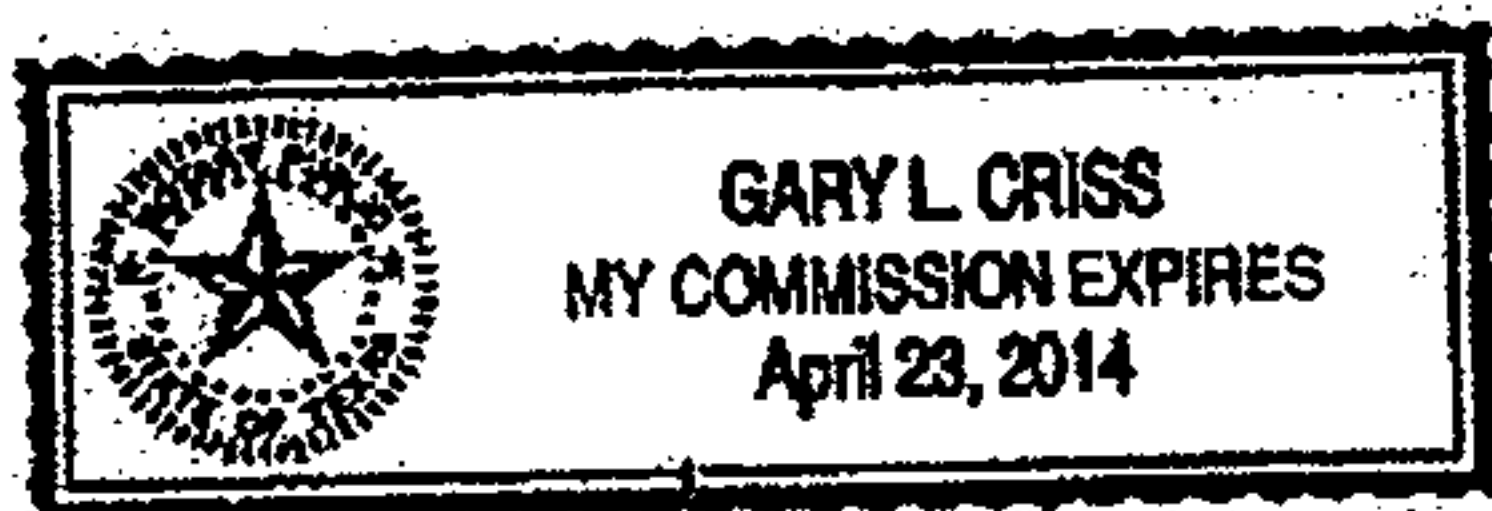


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STATE OF TEXAS
COUNTY OF DALLAS


On this 29th day of June, 2010, before me, a Notary Public in and for the State of Texas appeared Bettye Holston-Okae, to me personally known, who, being by me first duly sworn did depose that she is Resolutions & Closing Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing 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 Bettye Holston-Okae, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.


Notary Public
My Commission expires: 4.23.2014



STATE OF TEXAS
COUNTY OF DALLAS

On this 29th day of June, 2010, before me, a Notary Public in and for the State of Texas appeared Cassandra Veasley (witness #1) and REGINA RICHARDSON (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 Bettye Holston-Okae, Resolutions & Closings Manager, 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: 4.23.2014



Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/25/2010 11:13:07 AM
\$28.00





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Limited Power of Attorney
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