

**RECORD & RETURN TO:**

**Hancock Bank**  
**ATTN: Lending Services**  
**1022 West 23<sup>rd</sup> Street**  
**Panama City, FL 32405**

**ASSIGNMENT OF MORTGAGES, PROMISSORY NOTES AND LOAN DOCUMENTS**

THIS ASSIGNMENT of Mortgages, Promissory Notes and Loan Documents ("Assignment") is made on this this 31<sup>st</sup> day of August 2010, by **HANCOCK BANK**, with an address of 1022 West 23<sup>rd</sup> Street, Panama City, Florida 32405, as successor to **FEDERAL DEPOSIT INSURANCE CORPORATION**, Receiver, of **PEOPLES FIRST COMMUNITY BANK**, Panama City, Florida, ("Assignor") and **ALAMERICA BANK** with address of 2170 Highland Avenue, Suite 150, Birmingham, Alabama, 35205, ("Assignee").

**BACKGROUND INFORMATION**

A. **PEOPLES FIRST COMMUNITY BANK**, ("Peoples First") made three loans to borrowers, Lawrence R. Tate and Claudean E. Tate, ("Borrowers") evidenced by promissory notes, and as to two of the loans, secured by mortgages and assignments of rents, all to be more particularly described hereinafter.

B. On December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, the Office of Thrift Supervision, closed the operations of Peoples First and appointed the **FEDERAL DEPOSIT INSURANCE CORPORATION**, ("FDIC") as Receiver of **PEOPLES FIRST**.

C. **FDIC** as Receiver of **PEOPLES FIRST** has assigned to assignor the promissory notes, mortgages and other loan documents evidencing the three loans made by Peoples First to Lawrence R. Tate and Claudean E. Tate, Assignor now holds all of the loan documents, to be described herein.

**LOAN DOCUMENTS**

**LOAN NUMBER ONE (1)**

1. Promissory Note in the original principal sum of \$207,766.50, dated June 6, 2007, with the maturity date of June 6, 2012, executed between Lawrence R. Tate and Claudean E. Tate, grantor and **PEOPLES FIRST** as lender, which has a balance of principal plus accrued interest as of date of this Assignment of \$156,452.56. (Original Promissory Note was dated June 26, 2002, in the original principal sum of \$376,000, renewed June 15, 2001, with a principal sum of \$275,935 and renewed again on June 13, 2002, with a principal sum of \$268,935.)

2. Mortgage dated June 29, 2000, between Lawrence R. Tate and Claudean E. Tate as grantor and **PEOPLES FIRST** as lender, mortgaging real property located in Shelby County, Alabama, recorded July 6, 2000, in the Shelby County Judge of Probate Records, instrument number 2000-22384.

3. Mortgage dated June 26, 2000, between Lawrence R. Tate and Claudean E. Tate, grantor and **PEOPLES FIRST**, as lender, mortgaging real property located in Santa Rosa County, Florida, mortgage being unrecorded.

4. Assignment of Rents dated June 26, 2000, between Lawrence R. Tate and Claudean E. Tate, grantor and **PEOPLES FIRST**, as lender, granting and assigning security interest in Rents relating to property located in Santa Rosa County, Florida, Assignment of Rents being unrecorded.

5. Business Loan Agreement dated June 6, 2007, between Lawrence R. Tate and Claudean E. Tate, grantor and **PEOPLES FIRST** as lender.



All of the promissory notes, mortgages and assignment of rents, more specifically described in Paragraphs 1 through 5 above are hereinafter collectively referred to as "Loan 1 Loan Documents".

#### LOAN NUMBER TWO (2)

6. Promissory note in the original principal sum of \$630,000 dated August 5, 2005, maturing August 5, 2010, executed by Lawrence R. Tate and Claudean E. Tate as borrower in favor of **PEOPLES FIRST** as lender, which has a balance of principal plus accrued interest as of date of this Assignment of \$597,163.65

7. Mortgage dated August 5, 2005, executed by Lawrence R. Tate and Claudine E. Tate as grantor and **PEOPLES FIRST** as lender, mortgaging real property located in Santa Rosa County, Florida and recorded on August 10, 2005, at Book 2487, page 1353 official records of Santa Rosa County, Florida.

8. Mortgage dated August 5, 2005, executed between Lawrence R. Tate and Claudean E. Tate as grantor and **PEOPLE FIRST** as lender, mortgaging real property located in Shelby County, Alabama and recorded on August 18, 2005, in the files of Shelby County Judge of Probate document number 20050818000426060.

9. Assignment of Rents dated August 5, 2005, between Lawrence R. Tate and Claudean E. Tate as grantor and **PEOPLE FIRST** as lender granting and assigning security interest and rents relating to the property located in Santa Rosa County, Florida, assignment of Rents being unrecorded.

10. Business Loan Agreement dated August 5, 2005, between Lawrence R. Tate and Claudean E. Tate as grantor and **PEOPLE FIRST** as lender.

All of the Promissory Notes, Mortgages, more specifically described in this paragraphs 6 through 10, are hereinafter collectively referred to as "Loan Number 2, Loan Documents".

#### LOAN NUMBER THREE (3)

11. Promissory note in the original principal sum of \$50,000 dated July 13, 2009, maturing July 13, 2010, executed by Lawrence R. Tate as borrower in favor of **PEOPLES FIRST** as lender which has a balance of principal plus accrued interest as of date of this Assignment of \$50,265.92.

12. Business Loan Agreement dated July 13, 2009, executed by Lawrence R. Tate as grantor and **PEOPLES FIRST** as lender.

The documents more specifically described in this paragraphs 11 through 12 are hereinafter referred to as "Loan Number 3 Loan Documents."

The Loan Number 1 Loan Documents, Loan Number 2 Loan Documents and Loan Number 3 Loan Documents are sometimes collectively referred to herein as the "Loan Documents".

WHEREFOR in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has endorsed, granted, conveyed, bargained, sold, assigned, transferred and set over, and by this Assignment does hereby endorse, grant, convey, bargain, sell, assign, transfer and set over unto the Assignee all of Assignor's, right, title, and interest in and to the Loan Documents and all of assignor's right, title and interest in and to any sums of money due and to become due pursuant to the Loan Documents.

13. This Assignment is made without recourse, warranty of collectability or any other warranties or representations expressed or implied except as may be stated in this Assignment.

14. The Assignor is the owner and holder of the Loan Documents and has good right to assign the Loan Documents.



15. The Assignee hereby accepts this Assignment and all of its terms and conditions, and further covenants and agrees to indemnify and hold the Assignor harmless from any and all claims, including without limitation claims by the Borrowers, however, arising out of this Assignment.

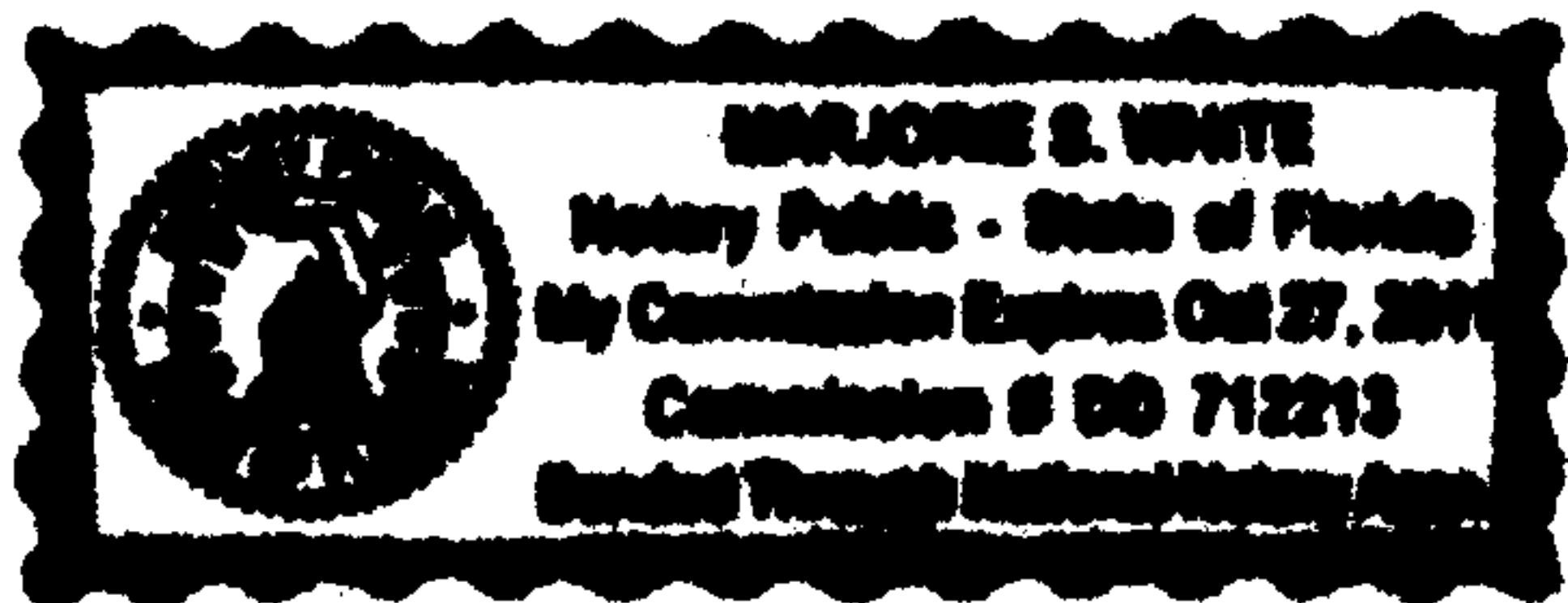
IN WITNESS WHEREOF, the parties have executed this Assignment of Mortgages, Promissory Notes and Loan Documents on this 20 day of Sept, 2010.

HANCOCK BANK

By: Bruce Vredenburg  
Name: Bruce Vredenburg  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF

On the 30 day of Sept, 2010, before me, the undersigned, personally appeared Bruce Vredenburg, who stated that he/she is the Vice President of Hancock Bank and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said corporation and who (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.



Marjorie S. White  
Notary Public, Acting in the State and County Aforesaid  
(Print Name) \_\_\_\_\_  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)

ALAMERICA BANK

By: Alan Grice  
Name: ALAN GRICE  
Title: SENIOR VICE PRESIDENT

STATE OF ALABAMA  
COUNTY OF

On the 3rd day of Sept, 2010, before me, the undersigned, personally appeared Alan Grice, who stated that he/she is the SVP of Alamerica Bank and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said corporation and who (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.

Louise A. Wood  
Notary Public, Acting in the State and County Aforesaid  
(Print Name) LOUISE A. WOOD  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)



20101001000323750 3/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/01/2010 11:16:17 AM FILED/CERT

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 17, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS