

This document prepared by and  
should be returned to:  
Attn: Cathy Malone  
First Citizens Bank and Trust Company Inc  
3300 Cumberland Blvd  
Atlanta, GA 30339

Clerk: Cross Reference to:  
Book \_\_\_\_\_, Page \_\_\_\_\_,  
\_\_\_\_\_ County, Alabama, Records

State of Georgia  
County of Cobb

**ASSIGNMENT OF MORTGAGE  
AND RELATED SECURITY INSTRUMENTS  
WITHOUT RECOURSE**

Date: 3/21/2011

Loan No.: 4001220400

For the purposes of this Assignment:

1. The "Assignor" is the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR GEORGIAN BANK. As of the date of this Assignment, the Assignor is the owner and holder of the Note and the secured creditor under the Mortgage and the Related Security Instruments identified below. The mailing address of the Assignor is Legal Division 1601 Bryan Street, Dallas, TX 75201
2. The "Assignee" is FIRST CITIZENS BANK AND TRUST COMPANY, INC., COLUMBIA, SOUTH CAROLINA. The mailing address of the Assignee is Loan Operations, 3300 Cumberland Blvd, Atlanta, GA, 30339.
3. The "Mortgage" refers to the following Mortgage that secures repayment of the Note:

Date of Mortgage: 04/30/2008

Mortgagor(s): Alabaster Partners LLC

Mortgagee(s): Georgian Bank

Recording Information: Recorded on 05/06/2008 in the Office of the Clerk of the Superior Court of Shelby County, Alabama,  
Instrument number 20080506000185810

4. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Mortgage, including, but not limited to, security agreements, modifications, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, agreements relating to hazardous substances, and indemnity agreements.

As used herein, the terms "Mortgage" and "Related Security Instruments" include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitution for, or to correct the Mortgage or any of the Related Security Instruments.

**Background and Explanatory Note:**

On September 25, 2009, the Georgia Department of Banking and Finance closed Georgian Bank and appointed the Federal Deposit Insurance Corporation as receiver. Immediately thereafter, First Citizens Bank and Trust Company, Inc., Columbia, South Carolina, a South Carolina-chartered commercial bank, acquired most of the assets and assumed most of the liabilities of Georgian Bank pursuant to a "Purchase and Assumption Agreement" between First Citizens Bank and Trust Company, Inc., the Federal Deposit Insurance Corporation in its corporate capacity, and the Federal Deposit Insurance Corporation in its capacity as Receiver for Georgian Bank. The assets purchased by First Citizens Bank and Trust Company, Inc. include the Mortgage and the Related Security Instruments identified in this Assignment, the promissory notes and/or other obligations secured thereby, and all asset-based litigation and proceedings relating thereto.

**For value received**, Assignor hereby grants, sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest, both legal and equitable, in, to, and under (i) the Mortgage, together with the real property described therein and all rights accrued or to accrue thereunder; (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

**This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Deposit Insurance Corporation in its corporate capacity or as Receiver.**

Assignor further authorizes and empowers Assignee, its successors and assigns, to exercise all rights, powers and privileges conferred upon Assignor by the Mortgage and the Related Security Instruments, including, but not limited to, the rights and privileges of a secured party and the right of foreclosure and sale, in as full and ample a manner as Assignor is authorized and empowered to exercise the same.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the Mortgage and the Related Security Instruments.

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver for Georgian Bank has caused this Assignment to be signed in its name by its duly authorized attorney-in-fact, all as of the date of this Assignment.

Signed and delivered in the presence of:

Stephanie Locke  
Unofficial Witness Stephanie Locke

[Signature]  
Unofficial Witness KEVIN R. JOHNSON

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR GEORGIAN BANK

By: Cathy Malone  
Cathy Malone, as duly appointed  
Attorney-In-Fact for the Federal Deposit Insurance Corporation  
as Receiver for Georgian Bank

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2011, by Cathy Malone as Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver for Georgian Bank, on behalf of the Federal Deposit Insurance Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Connie L. Swain  
Notary Signature

Connie L. Swain  
Print Notary Name

Oct. 01, 2013

My Commission Expires:  
[AFFIX NOTARY SEAL]

