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Shelby Cnty Judge of Probate, AL  
08/12/2011 08:37:27 AM FILED/CERT

PREPARED BY, RECORD & RETURN TO:  
IBERIABANK  
2150 Goodlette Frank Rd N.  
Naples, FL 34102  
Attn: Diane Vincent

Loan No. 77000471

### **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 Home Equity Line of Credit Agreement dated February 13, 2001 executed by **Robert W. O'Connor, Jr. and Judith C. O'Connor**, (the "Borrower"), in the original principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in favor of Bank of Alabama, as modified by Amendment to Home Equity Line of Credit Agreement and Disclosure Statement dated February 13, 2001, executed by Borrower as further modified by that certain Note Modification Agreement dated February 1, 2009, each by and between Borrower and Bank of Alabama n/k/a CapitalSouth Bank (hereinafter collectively referred to as the "Note"); and



B. That certain Mortgage dated February 13, 2001 granted by **Robert W. O'Connor, Jr., and Judith C. O'Connor, as husband and wife**, to Bank of Alabama n/k/a CapitalSouth Bank, and recorded in Official Records Instrument No. 2001-06145, as modified by that certain Home Equity Loan Amendment dated February 13, 2001, of the public records of **Shelby County, Alabama**, with respect to the real property located at 2880 Chelsea Road, Columbiana, AL 35051 and as further described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

C. That certain Loan Policy of Title Insurance dated February 22, 2001 issued by First American Title Insurance Company, Loan Policy #FA-31-497391 in the amount of \$50,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and

D. 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 (the "Claims"); and

The documents identified in paragraphs C above are hereinafter 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 effective as of August 21, 2009.

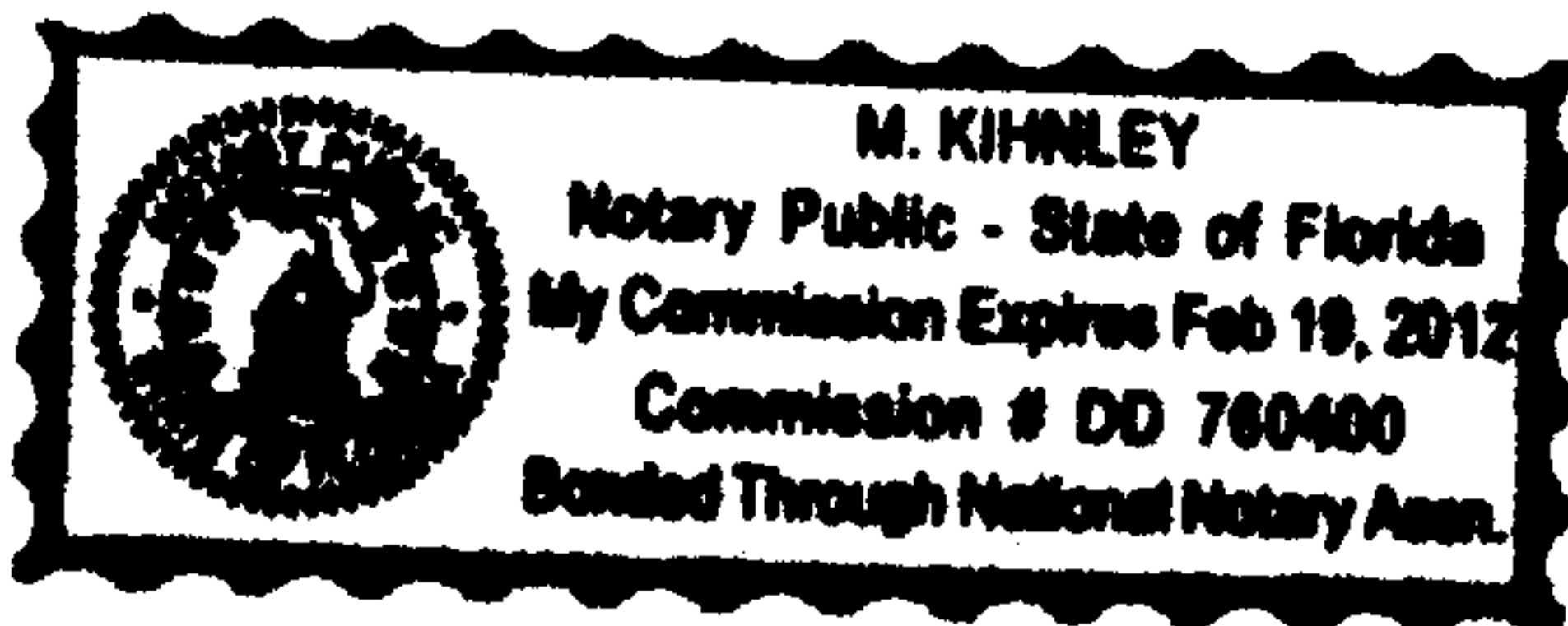
**FEDERAL DEPOSIT INSURANCE  
CORPORATION, RECEIVER OF  
CAPITALSOUTH BANK, BIRMINGHAM,  
ALABAMA**, organized under the laws of the  
United States of America

By: [Signature]  
Name: Carol Stockley  
Title: Attorney-in-Fact

STATE OF FLORIDA

COUNTY OF COLLIER

On the 5<sup>th</sup> day of August, 2011, before me, the undersigned, personally appeared Carol Stockley, 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..



[Signature]  
Notary Public, Acting in the State and County  
Aforesaid  
(Print Name) M. Kihnley  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)