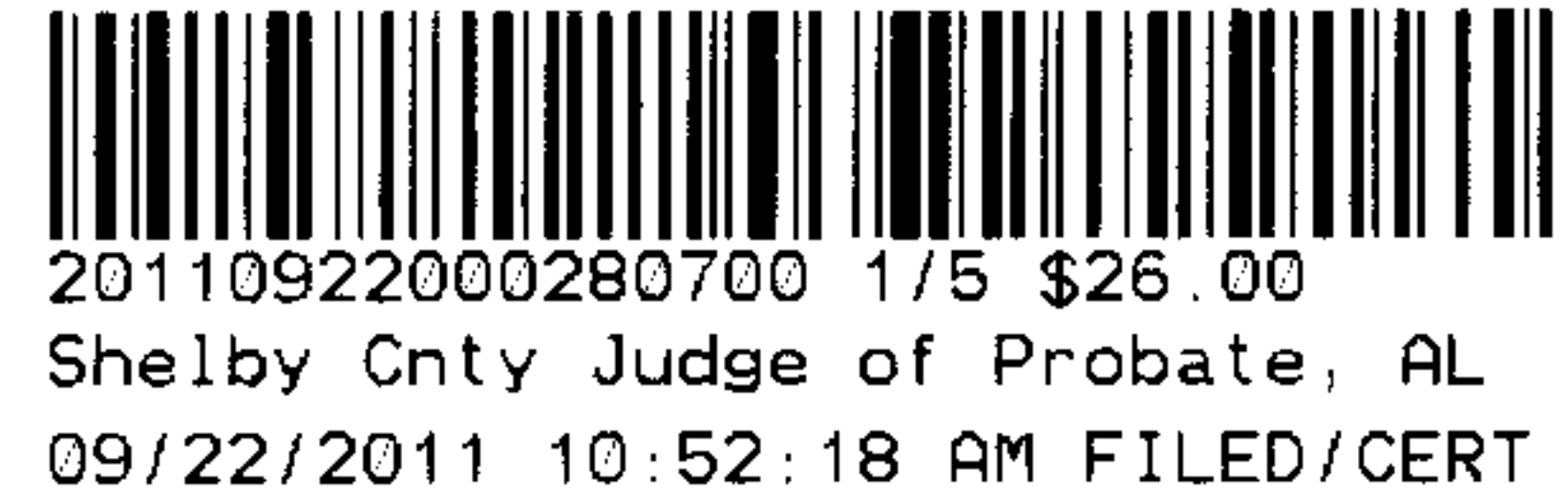




AFTER RECORDING RETURN TO:  
State Bank and Trust Company  
3399 Peachtree Road, N.E.  
Suite 2050  
Atlanta, Georgia 30326  
Attention: Justin Perry  
Loan Nos.: 80016503, 80016508 (UAB)

Cross Reference: Instrument No. 20051014000536870, Shelby County, Alabama records.  
Instrument No. 20051014000536880, Shelby County, Alabama records.  
Instrument No. 20070524000242770, Shelby County, Alabama records.

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(Space above this line reserved for Recorder of Deeds certification)

### **ASSIGNMENT OF LOAN DOCUMENTS**

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made this 8<sup>th</sup> day of September 2011 by and between the FEDERAL DEPOSIT INSURANCE CORPORATION ("Receiver" or "FDIC"), as receiver for UNITED AMERICAS BANK, N.A., Atlanta, Georgia ("Bank"), whose mailing address is 7777 Baymeadows Way West, Jacksonville, Florida 32256, and STATE BANK AND TRUST COMPANY, a Georgia banking corporation ("Assignee"), whose address is 4219 Forsyth Road, Macon, Georgia 31210.

WHEREAS, (i) Bank was closed by the Office of the Comptroller of Currency on December 17, 2010, and (ii) the FDIC was appointed as receiver for assets and liabilities of Bank, pursuant to 12 U.S.C. §§191 and 1821 (c) (5), as evidenced by that certain Receivership Determination and Appointment of Receiver dated December 17, 2010, and Comptroller of the Currency Certificate of Receivership Determination, including all exhibits and attachments thereto (the "Determination"), dated January 13, 2011; and

WHEREAS, under the Determination, Receiver became the successor-in-interest to the right, title and interest of Bank with respect to (i) all promissory notes (or other credit instruments), security deeds, mortgages, deeds of trust, security agreements (and other security instruments), financing statements, guaranties and other loan documents described on Exhibit "A" attached hereto and incorporated herein by this reference, and (ii) any and all other documents evidencing or securing the indebtedness described or referred to in Exhibit "A" (the documents and instruments described in items (i) and (ii) of this paragraph are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, under that certain Purchase and Assumption Agreement between Receiver and Assignee dated December 17, 2010 (the "Agreement"), Receiver sold to Assignee all of Receiver's right, title and interest in, to and under the Loan Documents and Assignee assumed all of Receiver's obligations under the Loan Documents on the date of the Agreement; and

WHEREAS, Receiver and Assignee desire to enter into a recordable assignment of the Loan Documents for the purpose of perfecting transfer of title to the Loan Documents including, without limitation, all deeds to secure debt identified on Exhibit "A", in compliance with O.C.G.A. §§ 44-14-64 and 44-14-162 and for other purposes; and

WHEREAS, Receiver provided Assignee with a Limited Power of Attorney dated December 22, 2010, and recorded in Deed Book 14834\_at page 4088, Cobb County, Georgia, which designates and authorizes specific employees of Assignee to act as attorneys-in-fact of Receiver for the sole purpose of executing documents on behalf of Receiver (the "POA"); and

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Receiver, the receipt and sufficiency of which are hereby acknowledged, Receiver hereby assigns unto Assignee all of Receiver's right, title and interest in, to and under the Loan Documents, and Assignee hereby assumes all of Receiver's obligations under 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.**

The validity, construction, enforcement, interpretation, and performance of this Assignment shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal laws, the laws of the State of Georgia.

This Assignment, effective as of December 17, 2010, has been executed and delivered this 8th day of September, 2011.

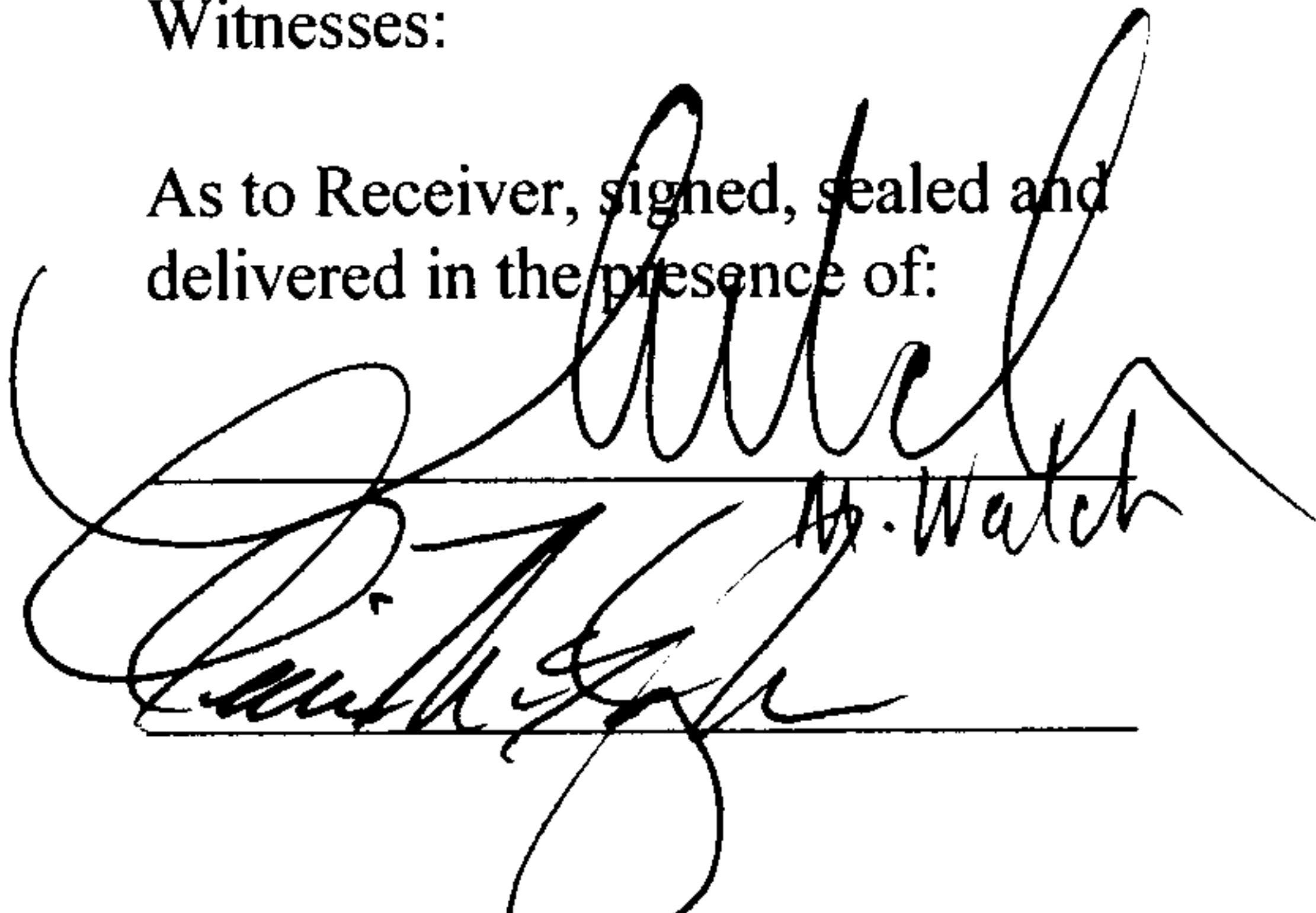
SIGNATURES ON THE FOLLOWING PAGE

  
20110922000280700 2/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
09/22/2011 10:52:18 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first written.

Witnesses:

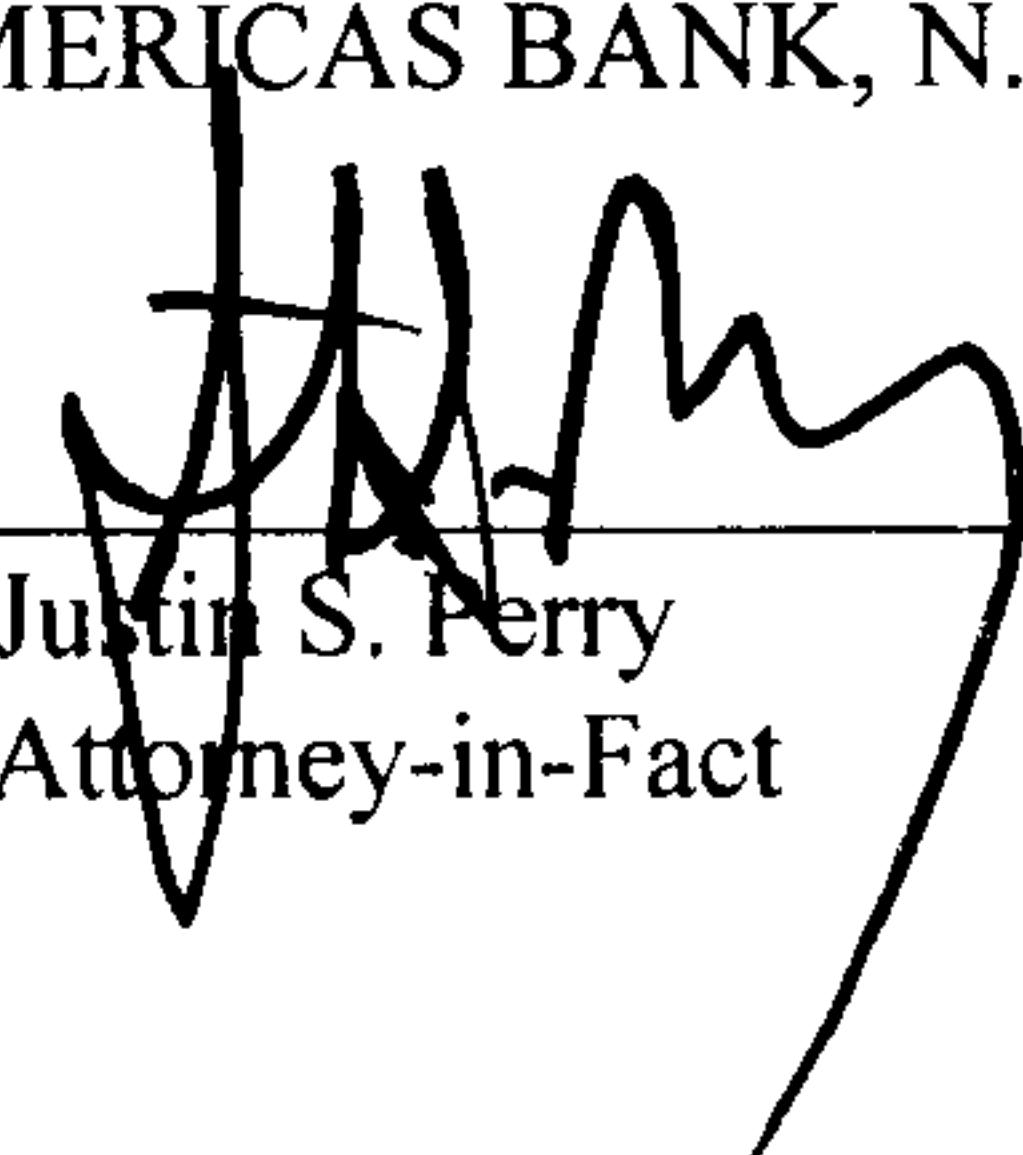
As to Receiver, signed, sealed and delivered in the presence of:

  
M. Watch

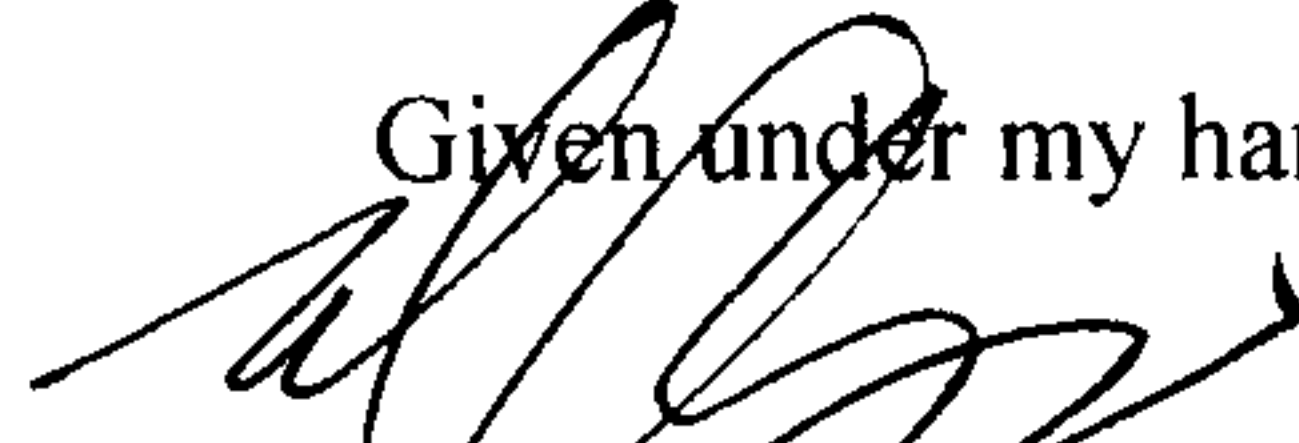
STATE OF GEORGIA           )  
COUNTY OF FULTON       )

RECEIVER:

FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER FOR  
UNITED AMERICAS BANK, N.A.

By:   
Print Name: Justin S. Perry  
Print Title: Attorney-in-Fact

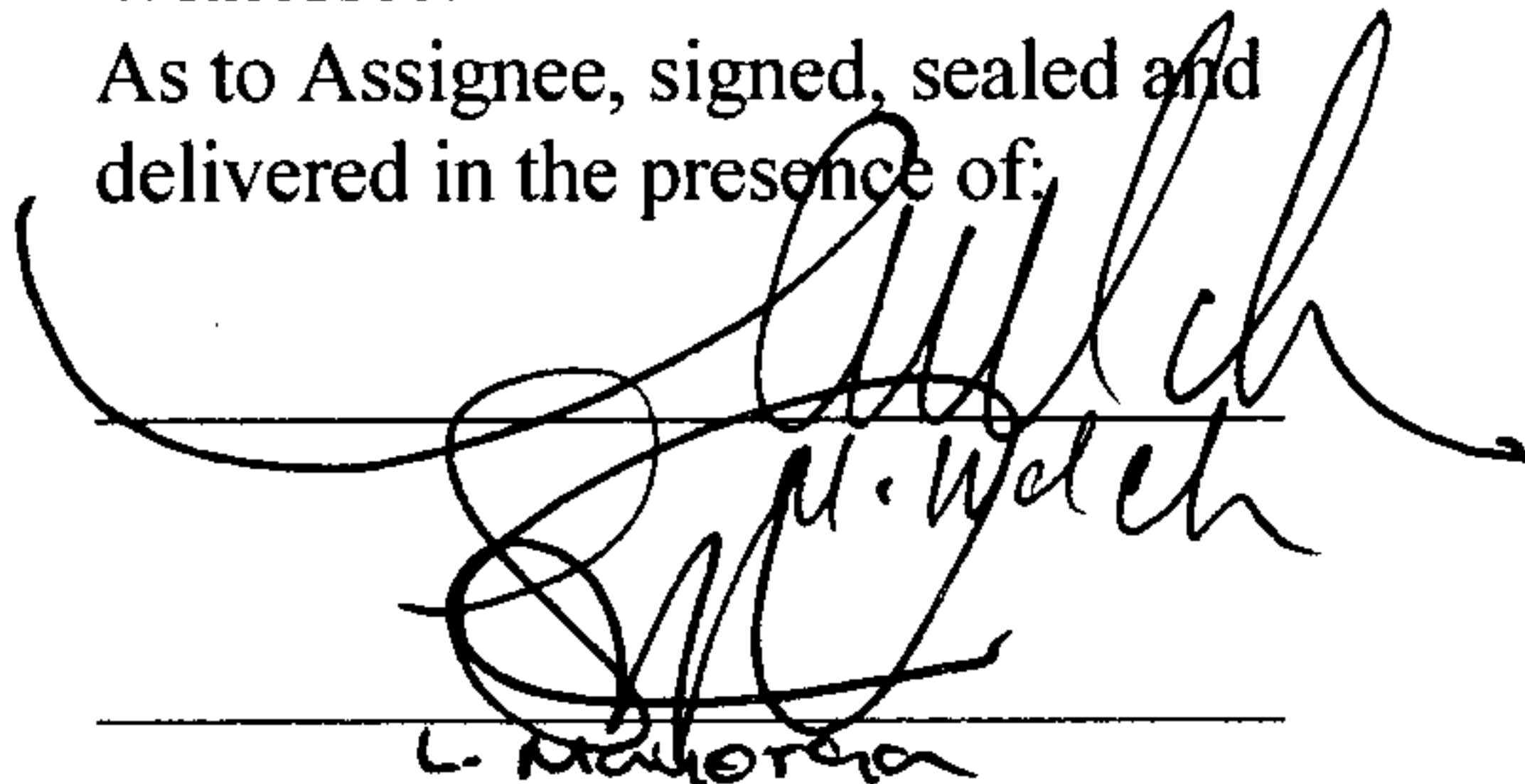
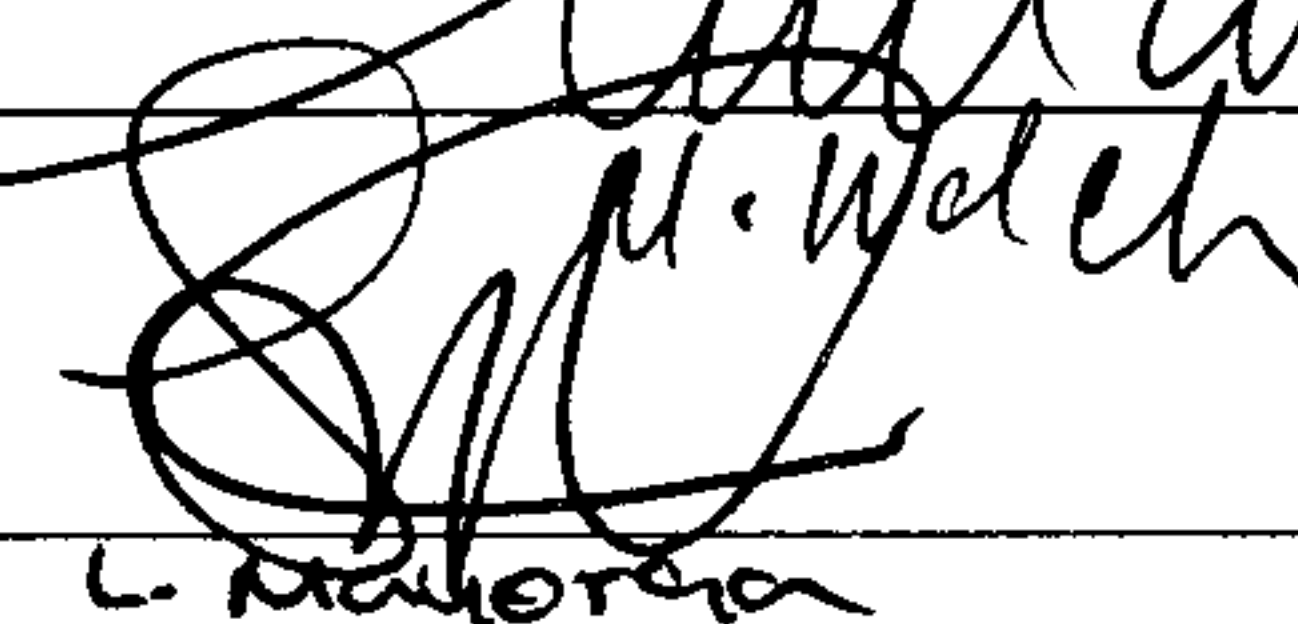
I, the undersigned Notary Public in and for said County, in said State, hereby verify that Justin S. Perry, whose name, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said individual.

Given under my hand and official seal this 8th day of September 2011.  
  
Notary Public  
My Commission expires:



Witnesses:

As to Assignee, signed, sealed and delivered in the presence of:

  
M. Watch  
  
L. M. M. M.

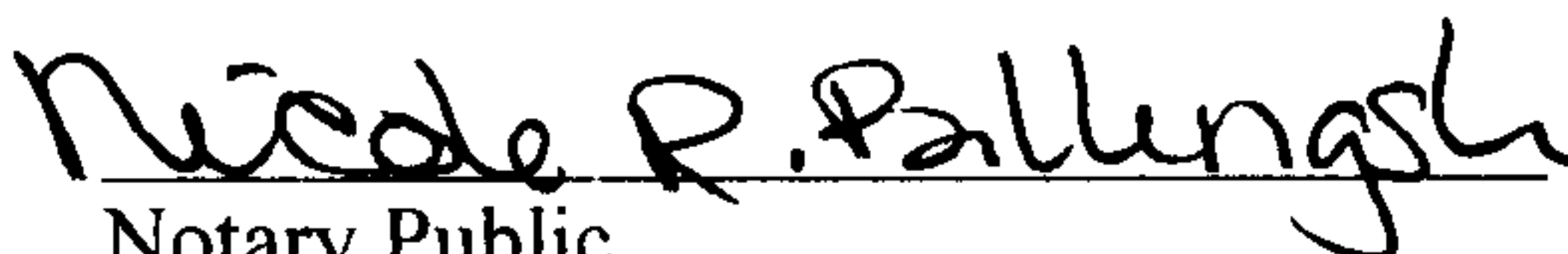
STATE OF GEORGIA           )  
COUNTY OF FULTON       )

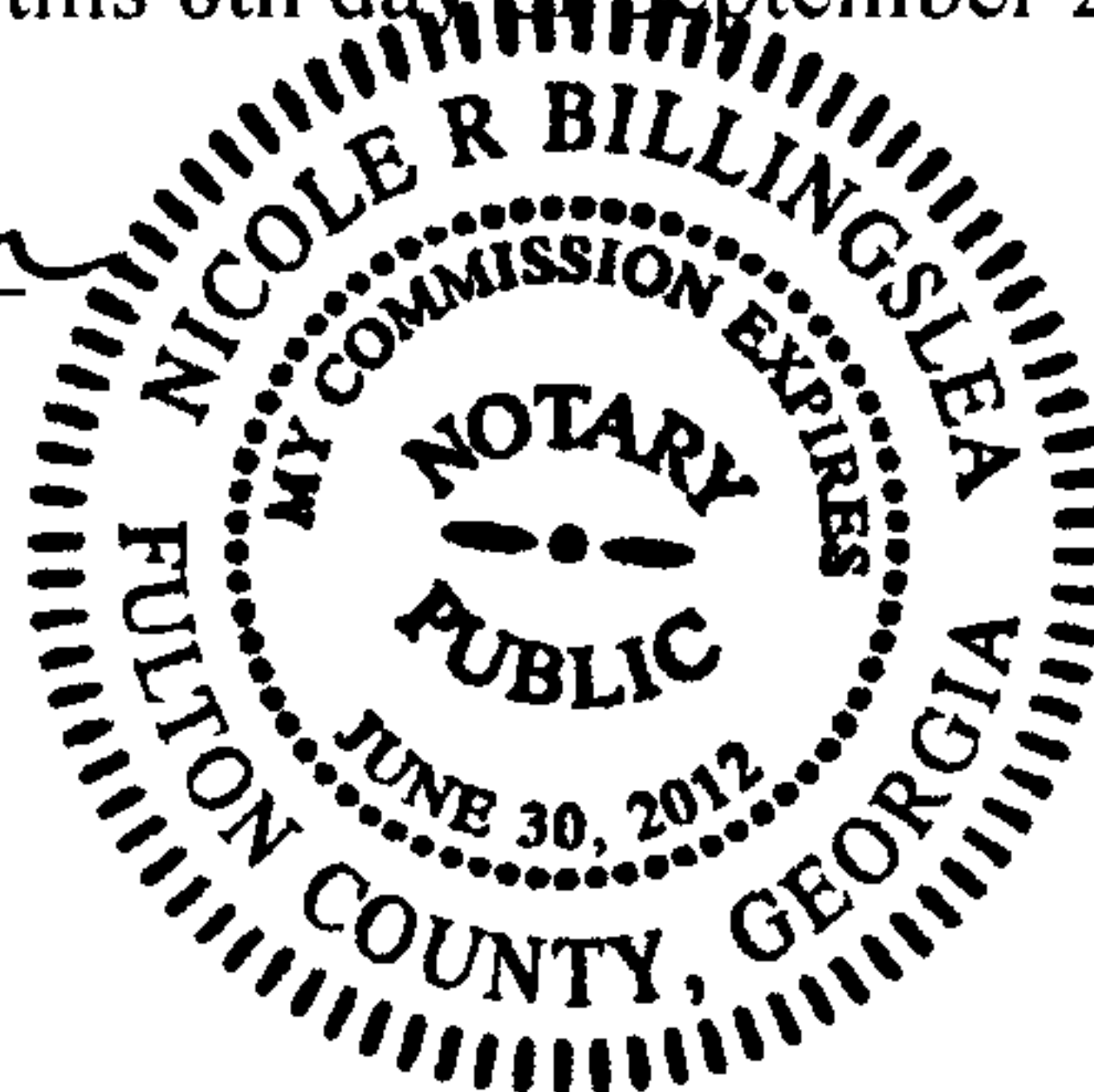
ASSIGNEE:  
STATE BANK AND TRUST COMPANY,  
a Georgia banking corporation

By:   
Print Name: Steven P. Chatham  
Print Title: Vice President

I, the undersigned Notary Public in and for said County, in said State, hereby verify that Steven P. Chatham, whose name, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said individual.

Given under my hand and official seal this 8th day of September 2011.

  
Notary Public  
My Commission expires:



  
20110922000280700 3/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
09/22/2011 10:52:18 AM FILED/CERT

**EXHIBIT "A"**

Legacy Bank: **UNITED AMERICAS BANK, N.A.**

Loan No.: **80016503**

Borrower(s): Apel Dido and Omer Sami Durukan

Guarantor(s): Unconditional Guaranty of Payment and Performance by A & S Group Inc.

Guaranty Agreement (s): September 26, 2005

United Americas Bank Real Estate Installment Note dated September 26, 2005 in the original principal amounts of \$866,252.81.

First Loan Modification Agreement dated April 27, 2007 in the principal amount of \$866,252.81

Mortgage and Security Agreement from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20051014000536870, Shelby County Probate Court, Alabama records.

Assignment of Leases and Rents from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20051014000536880, Shelby County Probate Court, Alabama records

First Modification of Mortgage and Security Agreement from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20070524000242770, Shelby County Probate Court, Alabama records.

UCC-1 Financing Statement Instrument # 20051014000536890, from Apel Dido and Omer Sami Durukan and Apel Dido to United Americas Bank, N.A. in the UCC records of Shelby County Probate Court, Alabama.

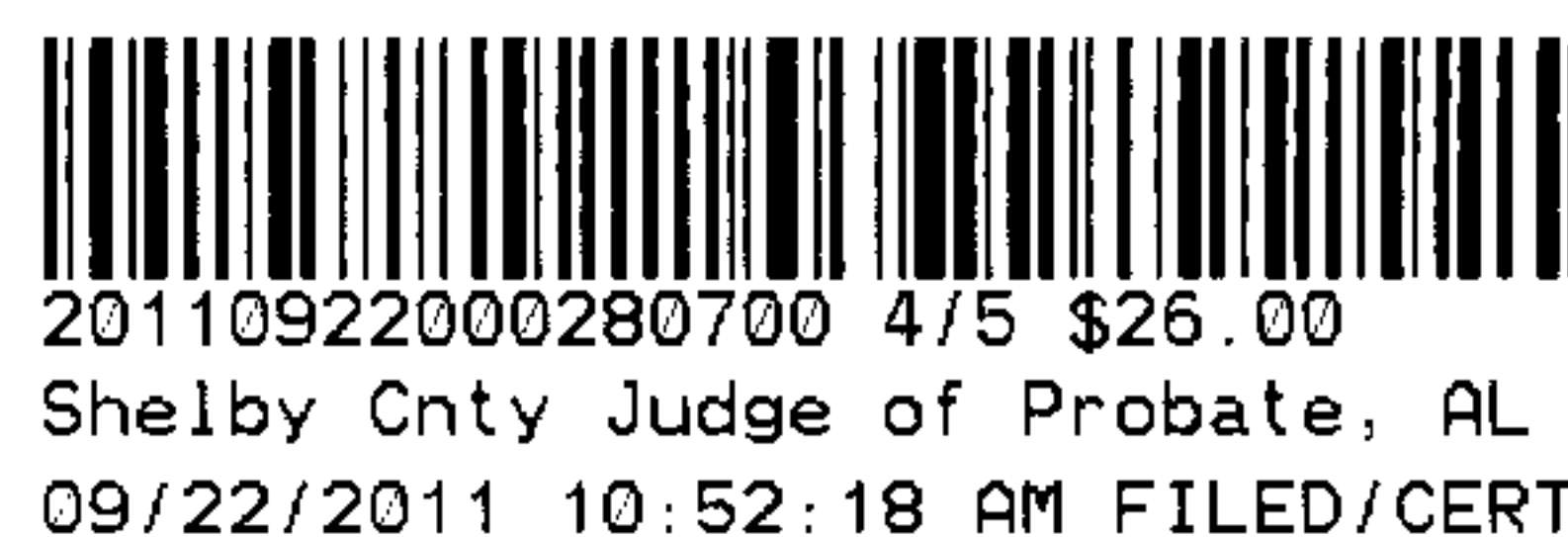
UCC-1 Financing Statement Instrument # 11-0075401, from Apel Dido and Omer Sami Durukan and Apel Dido to United Americas Bank, N.A. in the UCC records of Alabama Secretary of State.

Security Agreement dated September 26, 2005 by and between Apel Dido and Omer Sami Durukan and Apel Dido and United Americas Bank, N.A.

Loan Agreement dated September 26, 2005 by and between Apel Dido and Omer Sami Durukan and Apel Dido and United Americas Bank, N.A.

Bill of Sale dated September 26, 2005 on certain 7.5 ton Bridge crane of Deshazo make, 3-326794 model, serial no L-461408; and Hoist Crane Hitachi make, bearing serial no. K898965006.

Assignment of Contracts and Other Documents by and between Apel Dido and Omer Sami Durukan dated September 26, 2005.



Bank: **UNITED AMERICAS BANK, N.A.**

Loan No.: **80016508**

Borrower(s): Apel Dido and Omer Sami Durukan

Guarantor(s): N/A

United Americas Bank, N. A. Promissory Note with Additional Advances dated April 27, 2007 in the original principal amounts of \$300,000.00.

First Loan Modification Agreement dated April 27, 2007 in the principal amount of \$300,000.00.

Mortgage and Security Agreement from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20051014000536870, Shelby County Probate Court, Alabama records.

Assignment of Leases and Rents from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20051014000536880, Shelby County Probate Court, Alabama records

First Modification of Mortgage and Security Agreement from Apel Dido and Omer Sami Durukan to United Americas Bank, N.A. dated September 26, 2005, and recorded in Instrument # 20070524000242770, Shelby County Probate Court, Alabama records.

  
20110922000280700 5/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
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