

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

Loan No. 63036

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 Note dated December 3, 2003 executed by **Cotter Properties, LLC**, an Alabama Limited Liability Company (the "Borrower"), in the original principal amount of Eighty Eight Thousand and 00/100 Dollars (\$88,000.00) in favor of Bank of Alabama, as modified by that certain Promissory Note dated November 30, 2008, in the principal amount of Sixty Seven Thousand Six Hundred Eighty One and 67/100 Dollars (\$67,681.67), each by and



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between Borrower and CapitalSouth Bank f/k/a Bank of Alabama (hereinafter collectively referred to as the "Note"); and

B. That certain Real Estate Mortgage dated December 3, 2003, granted by **Cotter Properties, LLC** to Bank of Alabama n/k/a CapitalSouth Bank, and recorded in Official Records Instrument No. 20031217000811850, of the public records of **Shelby County, Alabama**, with respect to the real property located at 1227 2nd Street NE, Alabaster, AL 35007 and as further described therein (hereinafter referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

C. That certain Assignment of Leases and Rents dated November 30, 2008, granted by Cotter Properties, LLC, an Alabama Limited Liability Company to CapitalSouth Bank f/k/a Bank of Alabama and recorded in Official Records Instrument No. 20081218000469710, of the public records of **Shelby County, Alabama**, with respect to the real property located at 1227 2nd Street NE, Alabaster, AL 35007 as further described therein (hereinafter referred to as the "Assignment of Leases and Rents"); and

D. That certain Commercial Loan Agreement dated November 30, 2008, by and between CapitalSouth Bank f/k/a Bank of Alabama and Borrower (hereinafter referred to as the "Commercial Loan Agreement"); and

E. That certain Guaranty dated December 3, 2003, from **Clement P. Cotter, Jr.** in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

F. That certain Continuing Debt-Unlimited Guaranty dated November 30, 2008, from **Clement P. Cotter, Jr.** in favor of CapitalSouth Bank f/k/a Bank of Alabama (hereinafter referred to as the "Guaranty"); and

G. That certain Loan Policy of Title Insurance dated December 17, 2003, issued by First American Title Insurance Company, Loan Policy #FA-31-807439 in the amount of \$88,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and

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 (the "Claims").

The documents identified in paragraphs C through G 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

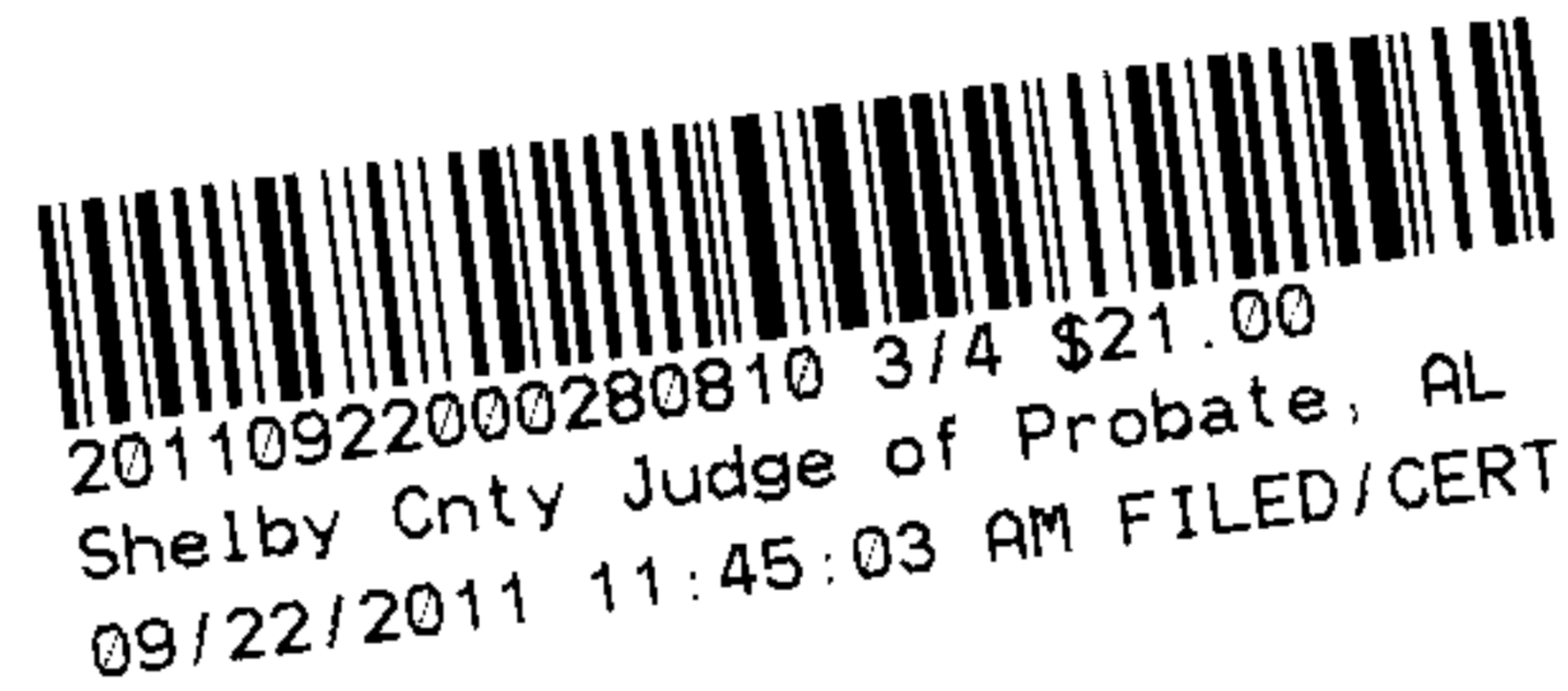
in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.

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 effective as of August 21, 2009.

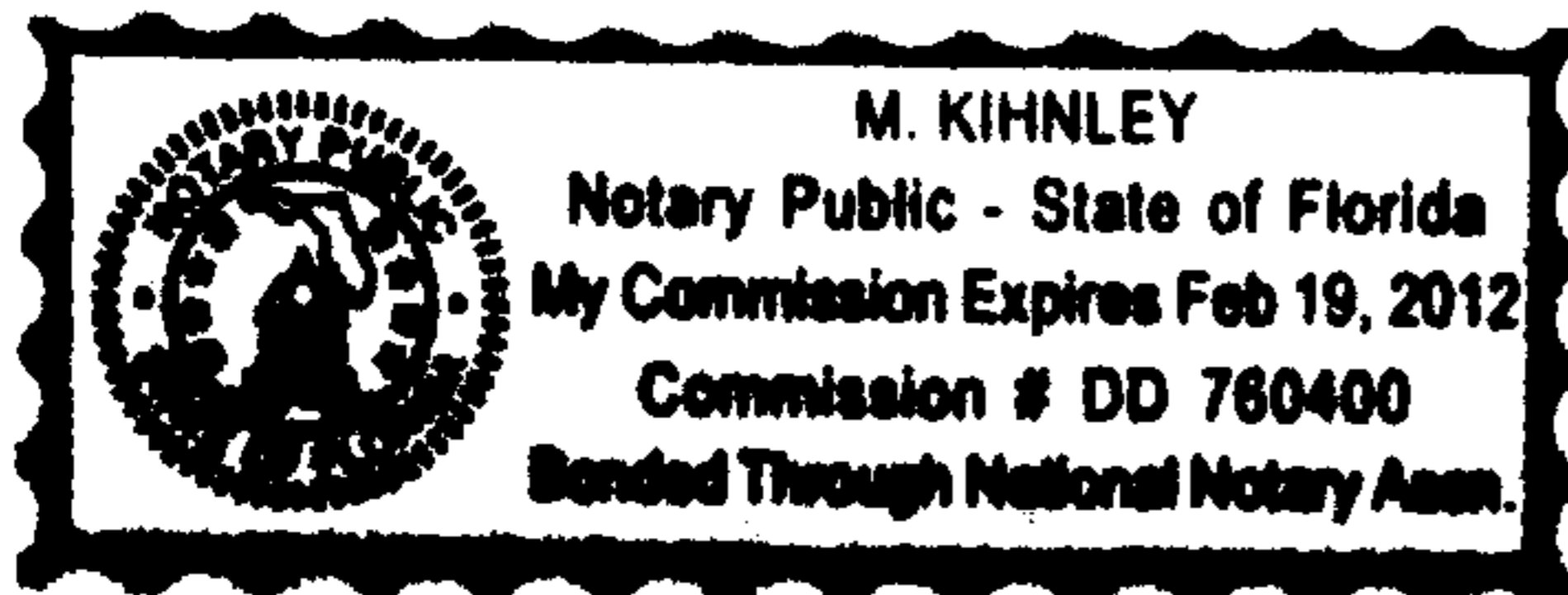
**FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**, organized under the laws of the
United States of America

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

STATE OF Florida

COUNTY OF Collier

On the 16th day of Sept., 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) ☒ 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)



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