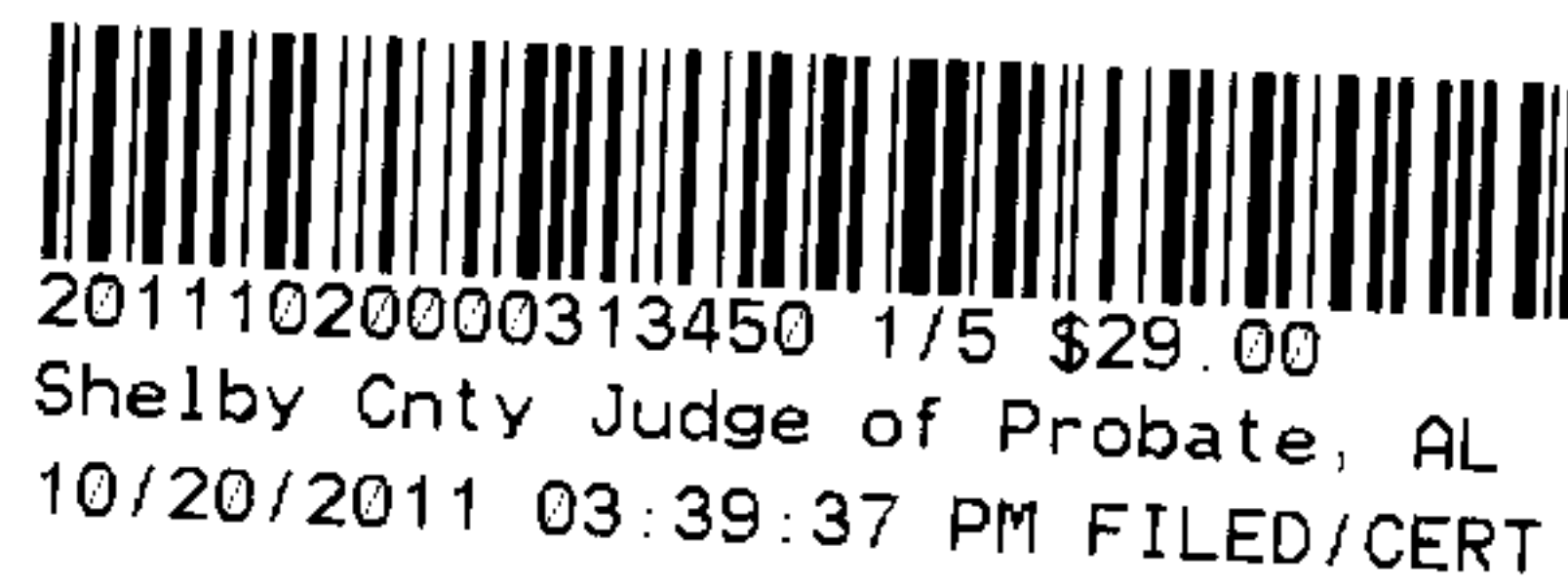


PREPARED BY, RECORD & RETURN TO:  
IBERIABANK  
2150 Goodlette Frank Rd N.  
Naples, FL 34102  
Attn: Diane Vincent



Loan No. 64205

### **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 Promissory Note dated July 8, 2005 executed by **Dieguez-Marino Orthodontics, P.C.** (the "Borrower"), in the original principal amount of Two Hundred Sixty Five Thousand and 00/100 Dollars (\$265,000.00) in favor of Bank of Alabama, as modified by that certain Debt Modification Agreement dated July 14, 2006 in the principal amount of Two Hundred Sixty Five Thousand and 00/100 Dollars (\$265,000.00) each by and between Borrower

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

B. That certain Mortgage dated July 14, 2006, granted by **Dieguez-Marino Holdings, Limited Liability Company/L.L.C./LLC**, an Alabama Limited Liability Company to CapitalSouth Bank, and recorded in Official Records as Instrument No. 20060718000347150, of the public records of **Shelby** County, Alabama, with respect to the real property described therein (hereinafter referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

C. That certain Real Estate Accomodation Mortgage dated July 14, 2006, granted by **Dieguez-Marino Holdings, Limited Liability Company/L.L.C./LLC**, an Alabama Limited Liability Company to CapitalSouth Bank, and recorded in Official Records as Instrument No. 20081104000426220, of the public records of **Shelby** County, Alabama, with respect to the real property described therein (hereinafter referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

D. That certain Assignment of Leases and Rents dated July 14, 2006, granted by **Dieguez-Marino Holdings, Limited Liability Company/L.L.C./LLC**, an Alabama Limited Liability Company to CapitalSouth Bank and recorded in Official Records Instrument No. 20060718000347160, of the public records of **Shelby** County, Alabama, with respect to the real property described therein (hereinafter referred to as the "Assignment of Leases and Rents"); and

E. That certain Commercial Loan Agreement dated July 14, 2006, by and between CapitalSouth Bank f/k/a Bank of Alabama and Borrower (hereinafter referred to as the "Commercial Loan Agreement"); and

F. That certain Security Agreement dated July 8, 2005 by and between Bank of Alabama n/k/a CapitalSouth Bank and **Dieguez-Marino Orthodontics, P.C.** (hereinafter referred to as the "Security Agreement"); and

G. That certain Guaranty dated July 8, 2005, from **Bertha Dieguez-Marino** in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

H. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Alabama Secretary of State on July 14, 2005, bearing Instrument No. 05-0533638 and recorded in Official Records Instrument No. 20060718000347170, of the public records of **Shelby** County, Alabama (hereinafter collectively referred to as the "Financing Statements"); and

I. That certain Loan Policy of Title Insurance dated July 13, 2005, issued by Chicago Title Insurance Company, Loan Policy #72107-71372641 in the amount of \$265,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and

J. That certain Loan Policy of Title Insurance dated July 18, 2006, issued by Commonwealth Land Title Insurance Company, Loan Policy #G32-0445116 in the amount of \$265,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and



K. 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 D through I 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:

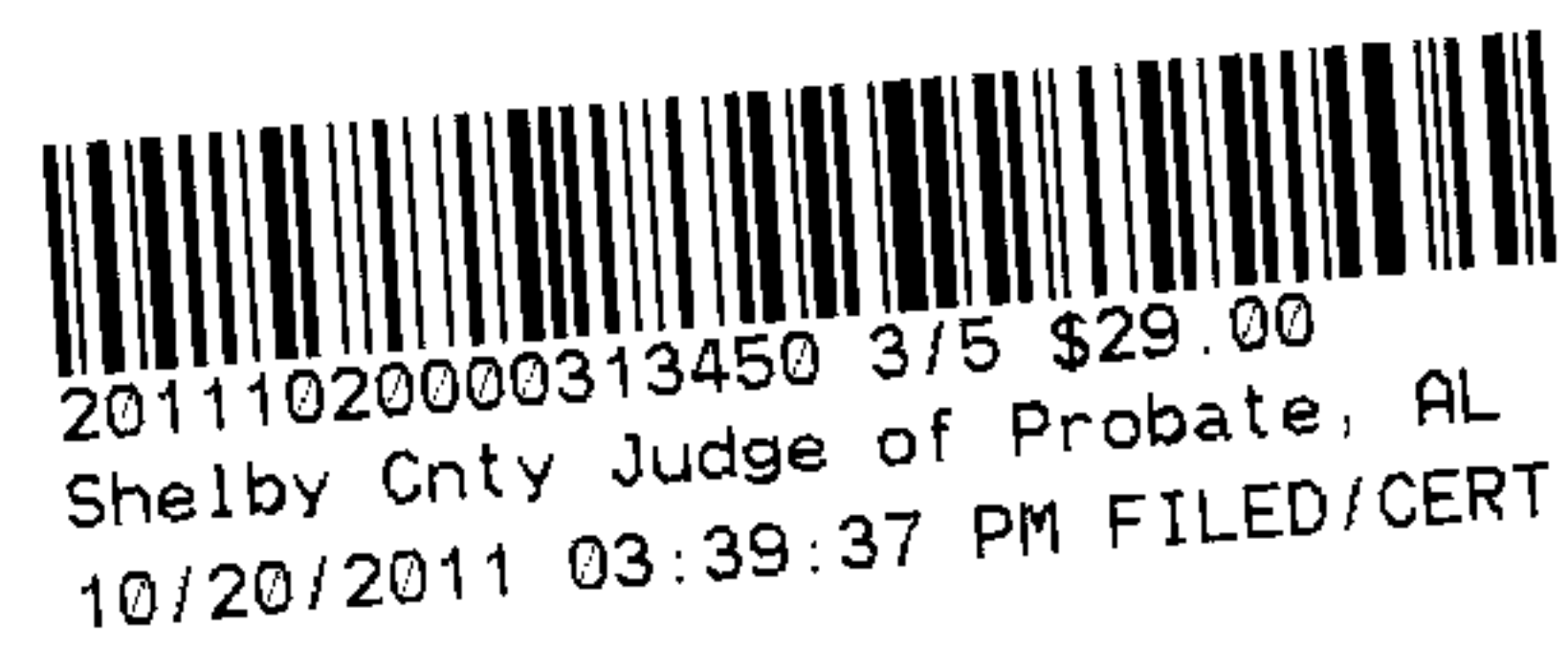
1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest 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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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee effective as of August 21, 2009.

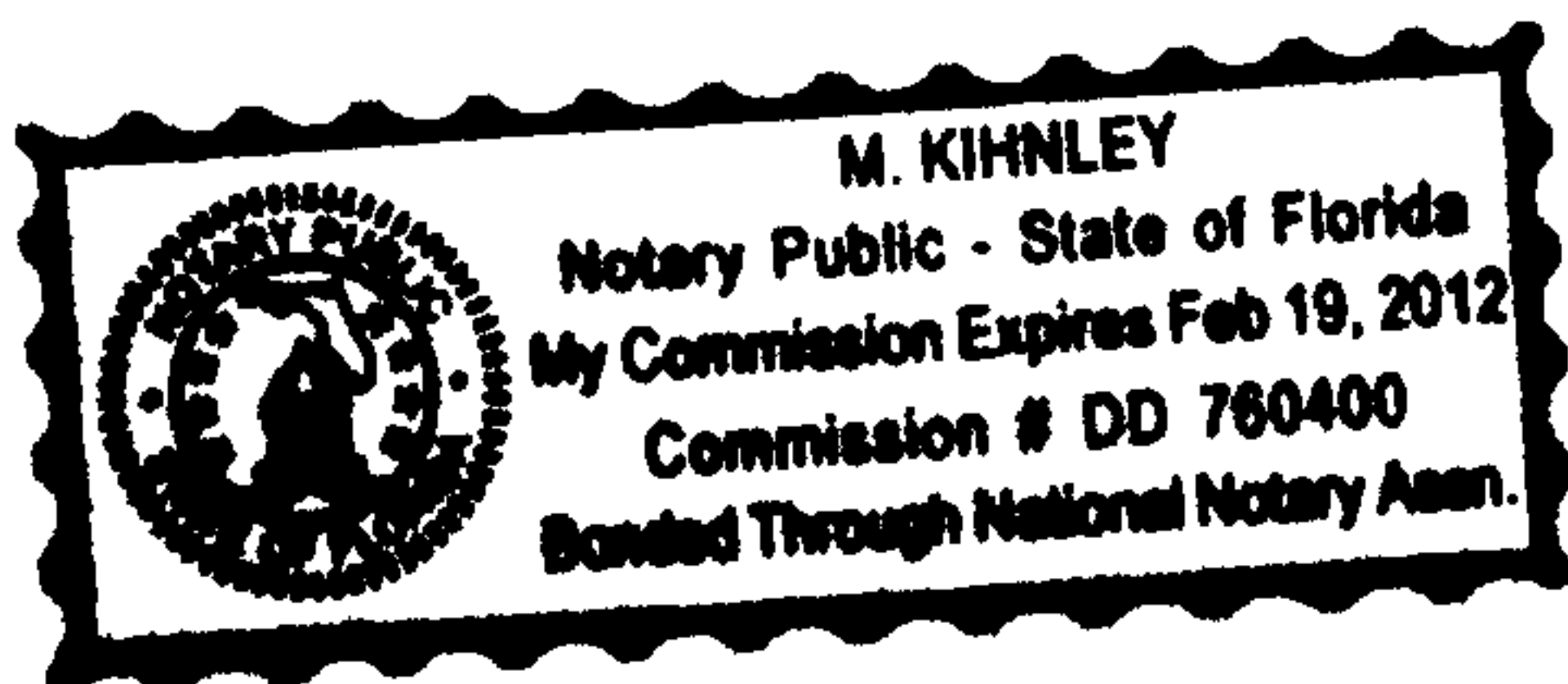
**FEDERAL DEPOSIT INSURANCE  
CORPORATION, RECEIVER OF  
CAPITALSOUTH BANK, BIRMINGHAM,  
ALABAMA**, organized under the laws of the  
United States of America

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

STATE OF FLORIDA

COUNTY OF COLLIER

On the 4<sup>th</sup> day of October, 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..



M. Kihnley  
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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Shelby Cnty Judge of Probate, AL  
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