

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

  
20111108000336130 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
11/08/2011 11:48:58 AM FILED/CERT

Loan No. 170641

### **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 December 28, 2007 executed by **Richey Mobile Home Park, LLC**, a Limited Liability Company (the "Borrower"), in the original principal amount of Two Hundred Forty One Thousand and 00/100 Dollars (\$241,000.00) in favor of CapitalSouth Bank, as modified by that certain Debt Modification Agreement dated April 10, 2008 in the principal amount of Two Hundred Thirty Eight Thousand Nine Hundred



Seventy Two and 26/100 Dollars (\$238,972.26) by and between Borrower and CapitalSouth Bank (hereinafter collectively referred to as the "Note"); and

B. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement dated December 28, 2007, granted by **Richey Mobile Home Park, LLC**, an Alabama Limited Liability Company to CapitalSouth Bank, and recorded in Official Records as Instrument No. 20080110000014640, 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 Assignment of Rents and Leases dated December 28, 2007, granted by **Richey Mobile Home Park, LLC** to CapitalSouth Bank and recorded in Official Records as Instrument No. 20080110000014650, of the public records of **Shelby** County, Alabama, with respect to the real property described therein (hereinafter referred to as the "Assignment of Rents and Leases"); and

D. That certain Loan and Security Agreement dated December 28, 2007, by and between CapitalSouth Bank and Borrower (hereinafter referred to as the "Loan and Security Agreement"); and

E. That certain Continuing Guaranty Unlimited dated December 28, 2007, from **Andrew R. Patterson** in favor of CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

F. That certain Continuing Guaranty Unlimited dated December 28, 2007, from **Derek Waltchack** in favor of CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

G. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Alabama Secretary of State on January 10, 2008, bearing Instrument No. B 08-0029814 FS and recorded in Official Records Instrument No. 20080110000014660, of the public records of **Shelby** County, Alabama (hereinafter collectively referred to as the "Financing Statements"); and

H. That certain Loan Policy of Title Insurance dated January 10, 2008, issued by Lawyers Title Insurance Corporation, Loan Policy #K56-0185028 in the amount of \$241,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and

I. That certain Hazardous Substances Indemnification and Warranty Agreement dated December 28, 2007, executed by **Richey Mobile Home Park, LLC** ("Borrower"), in favor of CapitalSouth Bank ("Lender"), (hereinafter referred to as the "Hazardous Substances Indemnification and Warranty Agreement"); and

J. 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 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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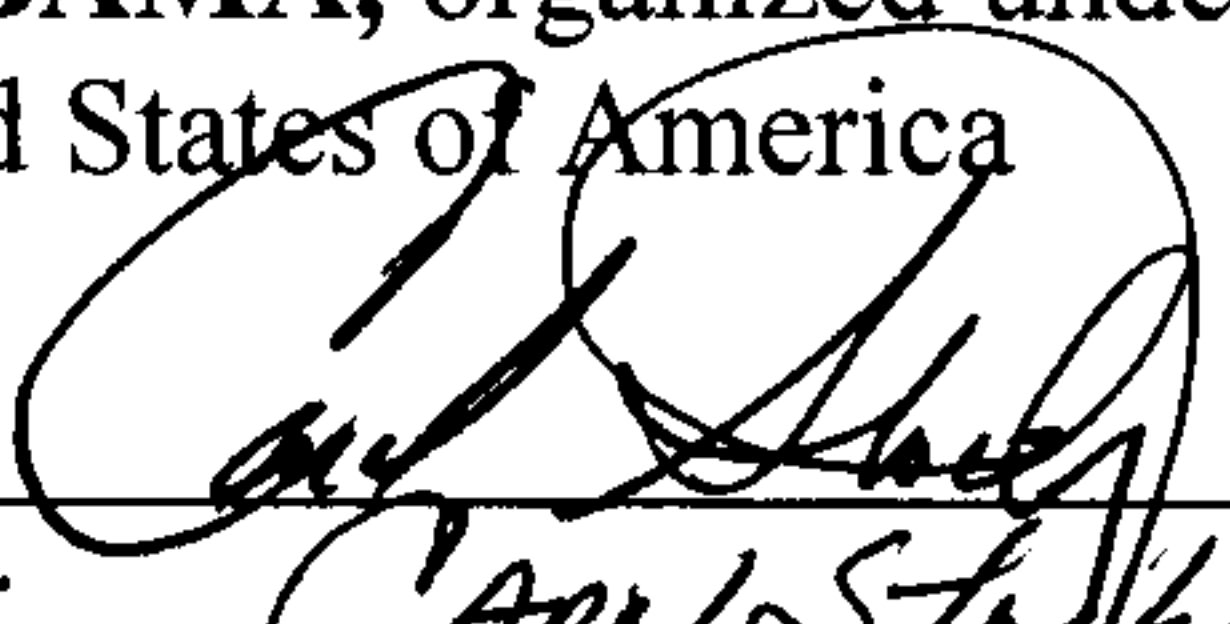


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IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee effective as of August 21, 2009.

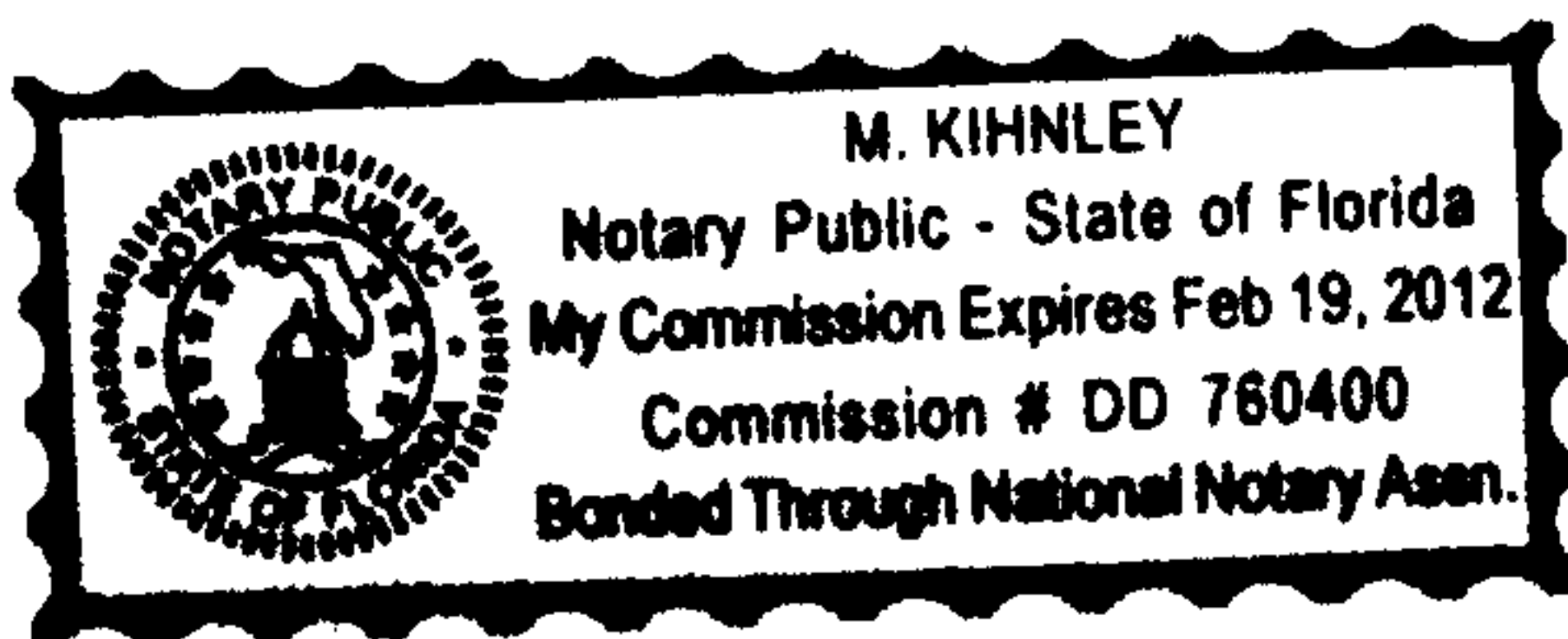
**FEDERAL DEPOSIT INSURANCE  
CORPORATION, RECEIVER OF  
CAPITALSOUTH BANK, BIRMINGHAM,  
ALABAMA**, organized under the laws of the  
United States of America

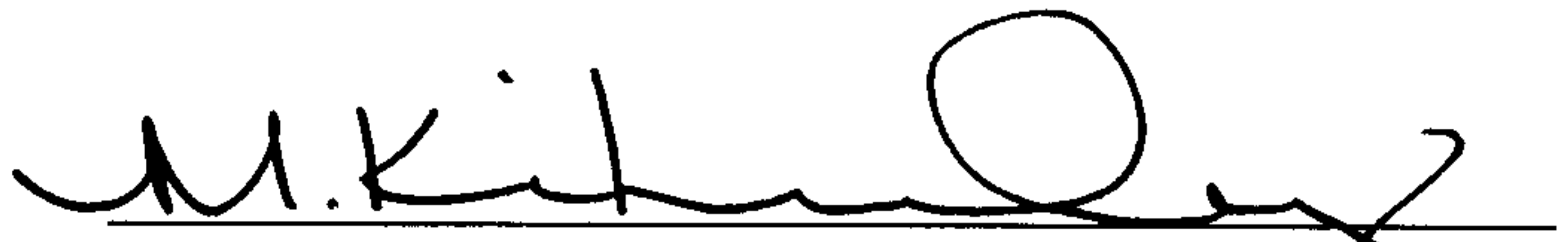
By:   
Name: Carol Stockley  
Title: Attorney-in-Fact

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..



  
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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