

PREPARED BY, RECORD & RETURN TO:

IBERIABANK

P. O. Box 12440

New Iberia, LA 70562

Attn: Paula Benoit

Loan No. 61475

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. All interests of CapitalSouth Bank as Originating Bank under that certain Certificate of Participation dated May 30, 2006, and First Tennessee Bank, National Association, Chattanooga, Tennessee as Participating Bank (the "Certificate of Participation"); and

B. All interests of CapitalSouth Bank as Originating Bank under that certain Certificate of Participation dated June 29, 2007, and First Tennessee Bank, National Association, Chattanooga, Tennessee as Participating Bank (the "Certificate of Participation"); and

C. That certain Promissory Note dated January 12, 2001, and corrected Adjustable Rate Note dated January 12, 2001, executed by EDWIN B. LUMPKIN, JR., (the "Borrower"), each in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) in favor of Bank of Alabama, as further modified by that certain Note Modification Agreement dated October 15, 2001, executed by Borrower, in the stated principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), as further modified by that certain Note Modification Agreement dated January 15, 2002, executed by Borrower, in the stated principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), as further modified by that certain Note Modification Agreement dated July 15, 2002, executed by Borrower, in the stated principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), as further modified by that certain Renewal Promissory Note dated October 29, 2002, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00), as further modified by that certain Note Modification Agreement dated October 10, 2003, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), as further modified by that certain Note Modification Agreement dated April 10, 2004, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), as further modified by that certain Debt Modification Agreement dated December 21, 2004, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), as further modified by that certain Renewal Promissory Note dated October 10, 2005, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), in favor of CapitalSouth Bank f/n/a Bank of Alabama, as further modified by that certain Renewal Promissory Note dated January 10, 2006, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), as further modified by that certain Renewal Promissory Note dated May 11, 2006, executed by Borrower, in the stated principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), as further modified by that certain Renewal Promissory Note dated May 10, 2007, executed by Borrower, in the stated principal amount of Two Million Four Hundred Ninety Nine Thousand Five Hundred Six and 25/100 Dollars (\$2,499,506.25), as further modified by that certain Debt Modification Agreement dated May 10, 2008, executed by Borrower, in the stated principal amount of Two Million Four Hundred Ninety Nine Thousand Five Hundred Six and 25/100 Dollars (\$2,499,506.25), as further modified by that certain Debt Modification Agreement dated August 10, 2008, executed by Borrower, in the stated principal amount of Two Million Four Hundred Ninety Nine Thousand Three Hundred Six and 25/100 Dollars (\$2,499,306.25), as further modified by that certain Renewal Promissory Note dated November 10, 2008, executed by Borrower, in the stated principal amount of Two Million Four Hundred Ninety Nine Thousand Three Hundred Six and 25/100 Dollars (\$2,499,306.25), in favor of CAPITALSOUTH BANK f/n/a Bank of Alabama (hereinafter referred to as the "Note"); and

D. That certain Real Estate Mortgage dated October 29, 2002, granted by Edwin B. Lumpkin, Jr. to Bank of Alabama, and recorded as Instrument No. 20021101000541080; as modified by that certain Modification of Mortgage dated October 10, 2005, and recorded as

Instrument No. 20051117000600960, all of the public records of Shelby County, Alabama, with respect to the real property known as 57.03 acres on Highway 31, Calera, Alabama 35040, and as further described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

E. That certain Construction Loan Agreement dated October 10, 2005, as modified January 10, 2006, by and between CapitalSouth Bank and Borrower (hereinafter collectively referred to as the "Construction Loan Agreement"); and

F. That certain Commercial Loan Agreement dated May 11, 2006, as modified May 10, 2007, as modified November 10, 2008, by and between CapitalSouth Bank and Borrower (hereinafter collectively referred to as the "Commercial Loan Agreement"); and

G. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Alabama Secretary of State on January 23, 2001, bearing Instrument No. 2001-02979, as amended by that certain UCC-3 (Continuation) filed on August 19, 2005, and recorded January 16, 2001, as Instrument No. 2001-01520, as amended by that certain UCC-3 (Continuation) filed on September 22, 2005 and recorded as Instrument No. 20050922000494470, public records of Shelby County, Alabama, (hereinafter collectively referred to as the "Financing Statements"); and

H. That certain Loan Policy of Title Insurance dated November 1, 2002, issued by First American Title Insurance Company, Loan Policy #FA-31-487211, in the amount of \$2,000,000.00, as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); and

I. 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 H 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.

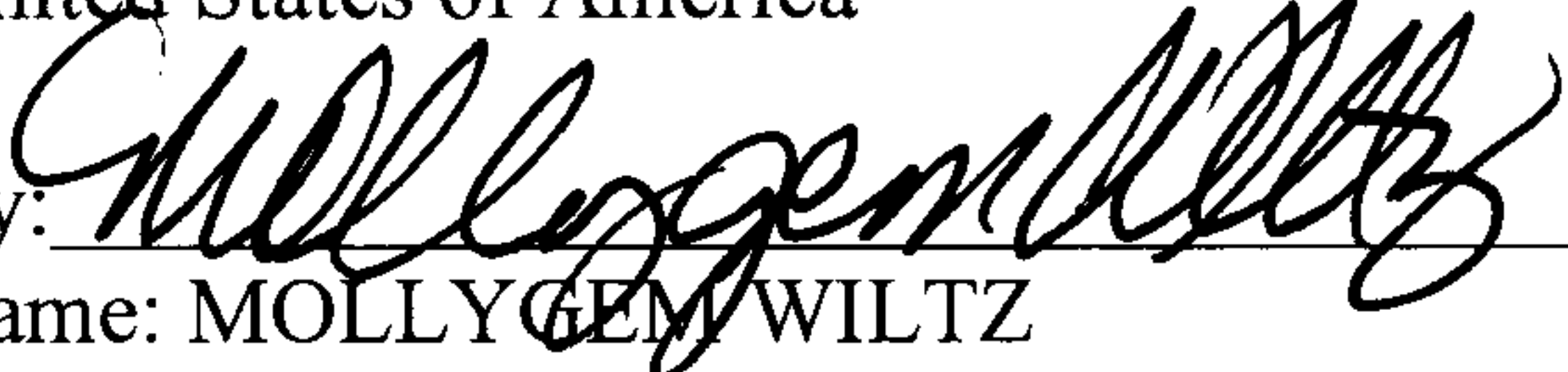
(the remainder of this page intentionally left blank)



20111116000346660 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/16/2011 11:22:27 AM FILED/CERT

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

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

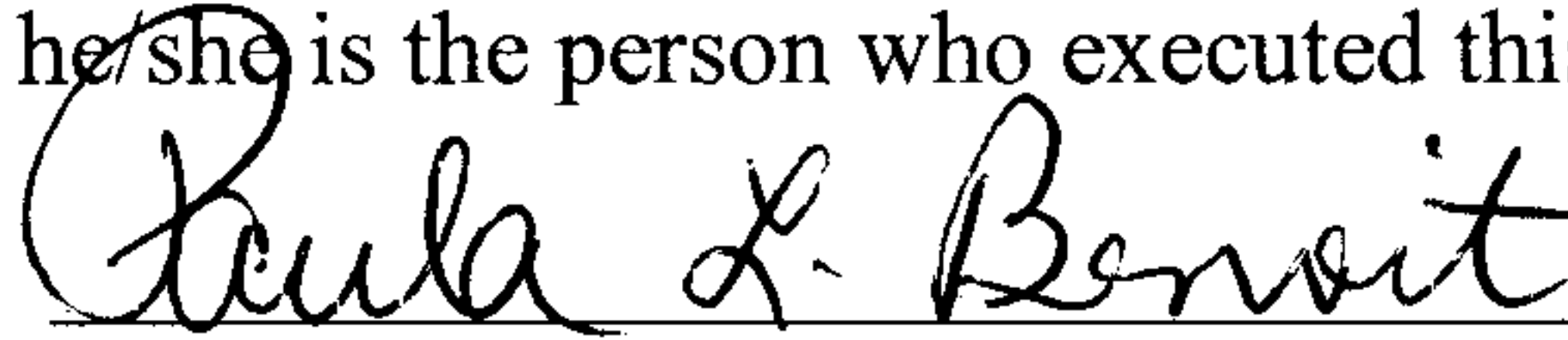
By: 
Name: MOLLYGEM WILTZ

Title: Attorney-in-Fact

STATE OF LOUISIANA

PARISH OF IBERIA

On the 9th day of November, 2011, before me, the undersigned, personally appeared MOLLYGEM WILTZ 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) PAULA L. BENOIT

My Commission Expires: (See Notary Seal)

My Commission Number is: (See Notary Seal)

PAULA L. BENOIT
NOTARY PUBLIC
ID #1156
IBERIA PARISH, LOUISIANA
LIFETIME COMMISSION