

20111212000374090 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/12/2011 11:25:15 AM FILED/CERT

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

Loan No. 60788

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 U.S. Small Business Administration Note dated August 18, 1999, executed by **Wannabe Films**, a Partnership (the "Borrower"), in the original principal amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Note"); and

B. That certain Mortgage dated August 18, 1999, granted by **T. Wayne Franklin, an unmarried man and Kelli McCall, an unmarried woman** to Bank of Alabama n/k/a CapitalSouth Bank, and recorded in Official Records Instrument No. 1999-35119, 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 Life Insurance Policy as Collateral dated August 18, 1999, granted by **Terry W. Franklin**, as Owner and **Kelli McCall** as Beneficiary to Bank of Alabama n/k/a CapitalSouth Bank as evidenced by that certain Policy No. FL 0477339 (hereinafter referred to as the "Assignment") which Assignment secures the repayment of the Note; and

D. That certain Assignment of Leases and Rents dated August 18, 1999, granted by **T. Wayne Franklin and Kelli R. McCall** to Bank of Alabama n/k/a CapitalSouth Bank and recorded in Official Records Instrument No. 1999-35120, 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 Loan Agreement dated August 18, 1999, by and between Bank of Alabama n/k/a CapitalSouth Bank and Borrower (hereinafter referred to as the "Loan Agreement"); and

F. That certain Security Agreement dated August 18, 1999, by and between Bank of Alabama n/k/a CapitalSouth Bank and **Wannabee Films** (hereinafter referred to as the "Security Agreement"); and

G. That certain U.S. Small Business Administration Unconditional Guarantee dated August 18, 1999, from **T. Wayne Franklin** in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

H. That certain U.S. Small Business Administration Unconditional Guarantee dated August 18, 1999, from **Kelli R. McCall** in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

I. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Alabama Secretary of State on December 30, 1998, bearing Instrument No. B 98-54245 FS, as modified by that certain UCC-3 filed on May 27, 2004, bearing Instrument No. B 1999-35278 CS (hereinafter collectively referred to as the "Financing Statements"); and

J. That certain Loan Policy of Title Insurance dated August 20, 1999, issued by Stewart Title Guaranty Company, Loan Policy #M-9994-2441155 in the amount of \$30,000.00 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 C through J 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.

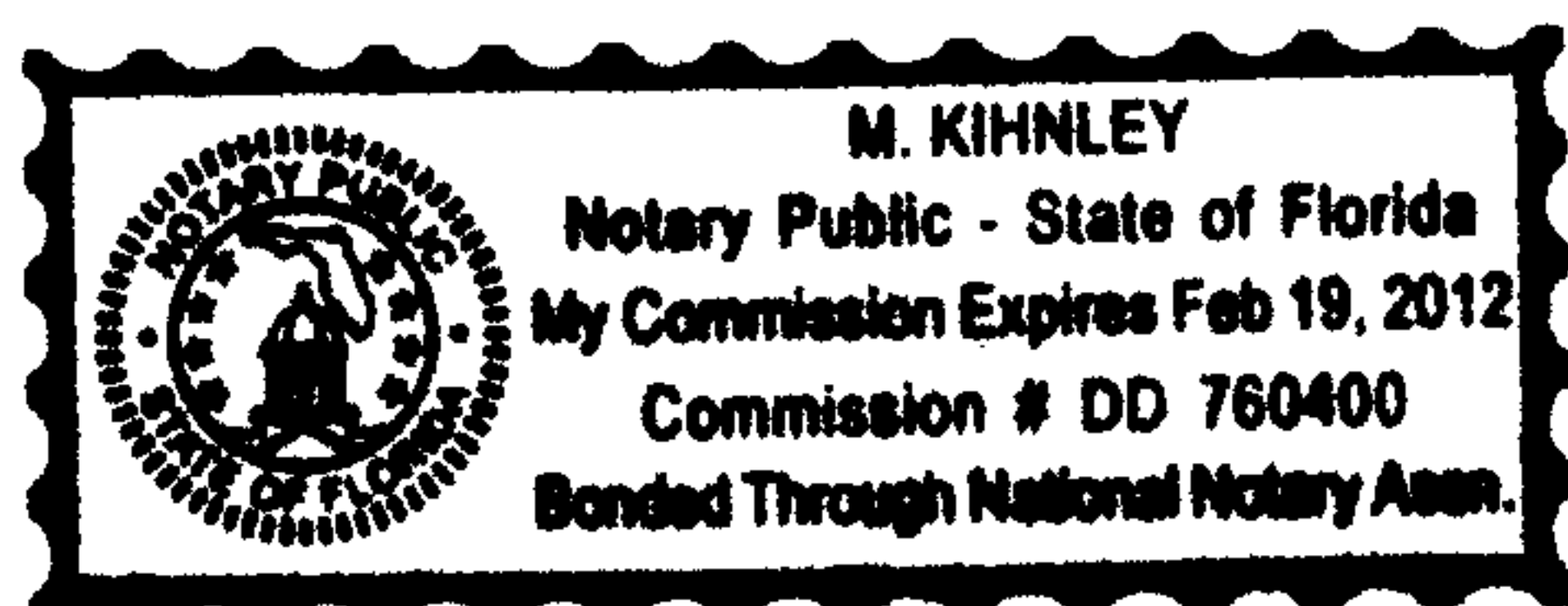
**FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**, organized under the laws of the
United States of America

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

STATE OF FLORIDA

COUNTY OF COLLIER

On the 23rd day of November, 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) X 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)