

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

Loan No. 62621

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 Bank of Alabama, as lead bank under that certain Participation Agreement dated December 28, 2004, with Capital Bank, as participating bank with respect to that certain \$2,800,000.00 loan to Mirage Properties, L.L.C. as Borrower (the "Participation Agreement");

B. That certain Promissory Note dated March 4, 2003 executed by **Mirage Properties, LLC** (the "Borrower"), in the original principal amount of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) in favor of Bank of Alabama, as modified by that certain Note Modification Agreement dated May 23, 2004, executed by Borrower, as further modified by that certain Second Loan Modification Agreement and Amendment to Loan Documents, dated December 28, 2004, each by and between Borrower and Bank of Alabama n/k/a CapitalSouth Bank (hereinafter collectively referred to as the "Note"); and

C. That certain Future Advance Mortgage Assignment of Rents and Leases and Security Agreement dated March 4, 2003, granted by **Mirage Properties, LLC**, a limited liability company to Bank of Alabama n/k/a CapitalSouth Bank, and recorded in Official Records Document No. 20030307000141390, as amended by that certain Mortgage Modification Agreement effective dated December 28, 2004, and recorded in Official Records Document No. 20050106000007470, all of the public records of **Shelby County, Alabama**, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note; and

D. That certain Assignment of Rents and Leases dated March 4, 2003, granted by **Mirage Properties, LLC** to Bank of Alabama n/k/a CapitalSouth Bank, and recorded in Official Records Document No. 20030307000141410, 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

E. That certain Loan and Security Agreement dated March 4, 2003, by and between Bank of Alabama n/k/a CapitalSouth Bank and Borrower (hereinafter referred to as the "Loan and Security Agreement"); and

F. That certain Continuing Unlimited Guaranty dated February 4, 2003, from **John O. Issis** in favor of Bank of Alabama n/k/a CapitalSouth Bank (hereinafter referred to as the "Guaranty"); and

G. That certain Continuing Unlimited Guaranty dated February 28, 2003, from **Steve O. Issis** 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 March 7, 2003, bearing Instrument No. B 03-0194236 FS, as modified by that certain UCC-3 filed on September 19, 2007, bearing Instrument No. B 03-0194236 CS and recorded in Official Records Document No. 20030307000141420, as modified by that certain UCC-3 recorded in Official Records Document No. 20070920000441780 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 March 7, 2003, issued by First American Title Insurance Company, Loan Policy #FA-31-726167 in the amount of \$1,600,000.00 as endorsed or modified from time to time (hereinafter referred to as the "Title Policy"); 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 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.

20111213000375480 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/13/2011 10:05:33 AM FILED/CERT

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

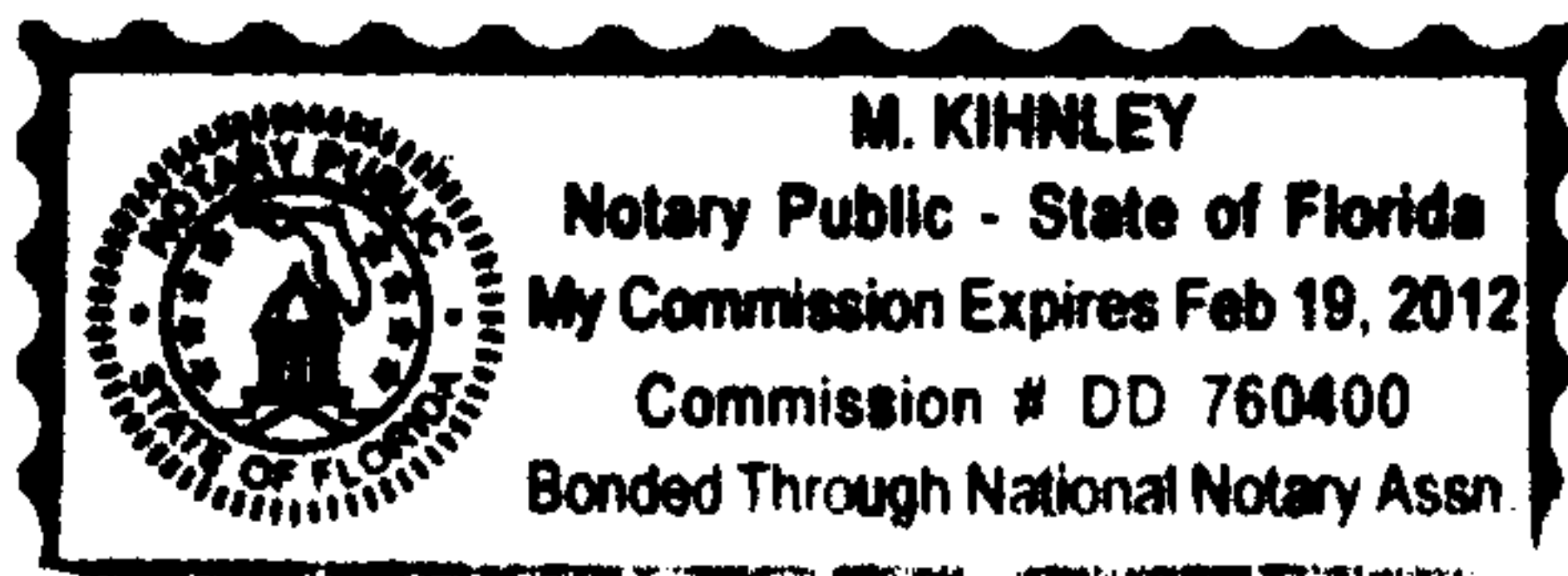
**FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF
CAPITALSOUTH BANK, BIRMINGHAM,
ALABAMA**, organized under the laws of the
United States of America

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

STATE OF FLORIDA

COUNTY OF COLLIER

On the 5th day of December, 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)