


Prepared by:  
IBERIABANK  
2000-B Southbridge Parkway  
Suite B  
Birmingham, AL 35209

ATTN: Brian Hamilton  
Loan # 64205

  
20120126000031260 1/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
01/26/2012 03:32:23 PM FILED/CERT

### **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: Elise Latimer.

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, executed by **Dieguez-Marino Orthodontics, P.C.** an Alabama corporation (the "Borrower"), in the original principal amount of Two Hundred Sixty-Five Thousand and 00/100 Dollars (\$265,000.00) in favor of CapitalSouth, dated July 8, 2005 (hereinafter referred to as the "Note");

B. That certain Commercial Mortgage granted by Dieguez-Marino Holdings, Limited Liability Company to CapitalSouth, dated July 14, 2006, and recorded in Instrument #20060718000347130, in the Office of the Judge of Probate of Shelby County, Alabama, with

respect to the real property as more fully described on Exhibit "A" attached hereto (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Security Agreement between CapitalSouth and Borrower, dated July 8, 2005 (hereinafter referred to as the "Loan Agreement");

D. That certain Guaranty Agreement, from Bertha Dieguez-Marino dated July 8, 2005 (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Office of Secretary of State of Alabama on July 14, 2005, bearing Filing Number B 05-0533638 and that certain UCC-Financing Statement between Dieguez-Marino Holdings, Limited Liability Company, as Debtor, filed in the Office of the Secretary of State of Alabama on July 18, 2006, bearing Filing Number B 06-0634125 (hereinafter collectively referred to as the "Financing Statements"); and

F. That certain Assignment of Rents from Dieguez-Marino Holdings, Limited Liability Company, dated July 14, 2006, and recorded in Instrument #20060718000347140, in the Office of the Judge of Probate of Shelby County, Alabama, with respect to the real property as more fully described on Exhibit "A" attached hereto (hereinafter collectively referred to as the "Assignment of Rents"), which secures the repayment of the Note;

G. That certain Debt Modification Agreement executed by Borrower in the original principal amount of Two Hundred Sixty-Five Thousand and No/100 Dollars (\$265,000.00), in favor of CapitalSouth dated July 14, 2006 (hereinafter referred to as the "Debt Modification");

The documents identified in paragraphs A through G 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 as of  
JANUARY 23, 2012.

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

By: [Signature]  
Name: MICHAEL MOERS  
Title: Attorney-in-Fact

STATE OF ALABAMA  
COUNTY OF JEFFERSON

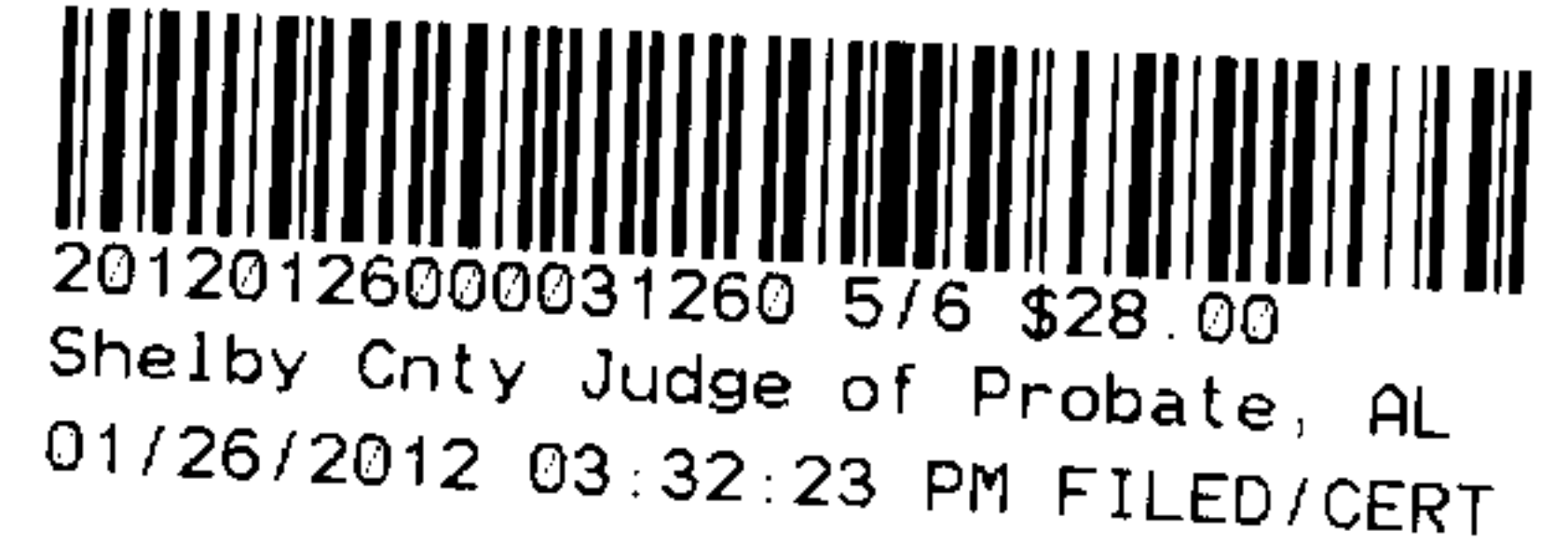
On the 23rd day of January, 2012, before me, the undersigned, personally  
appeared \_\_\_\_\_, the Attorney-in-Fact of the **FEDERAL DEPOSIT  
INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF CAPITALSOUTH  
BANK, BIRMINGHAM, ALABAMA**, on behalf of the corporation, who is (check one)         
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) RAH: D. Kilgore  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 25, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

EXHIBIT "A"

Legal Description



***Lot 1-B2 and Lot 1-B3, along with a 60-foot by 100-foot access easement for the benefit of Lot 1-B2, which lies on Lot 1-B1 and access and egress thereupon, according to map of Dieguez Resurvey of Lot 1-B, the Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 37, Page 5, in the Office of the Judge of Probate of Shelby County, Alabama.***

ALLONGE TO THAT CERTAIN PROMISSORY NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$265,000.00 DATED July 8, 2005, EXECUTED AND DELIVERED BY Dieguez-Marino Orthodontics, P.C., AS MAKER, IN FAVOR OF CAPITALSOUTH BANK.

Pay to the order of **IBERIABANK**, without recourse, and without representations and warranties, express or implied, except as may be set forth in a separate writing executed by the undersigned.

This the 23<sup>RD</sup> day of January, 2012.

**FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER OF  
CAPITALSOUTH BANK, BIRMINGHAM,  
ALABAMA**

By: [Signature]  
Name: Michael Moers  
Title: Attorney-in-Fact

Loan No: 64205