


STATE OF ALABAMA)
COUNTY OF _____)


20130509000193620 1/8 \$33.00
Shelby Cnty Judge of Probate, AL
05/09/2013 02:38:54 PM FILED/CERT

ASSIGNMENT

This Assignment is made and entered into effective as of the 8th day of March, 2013, by and between FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF FRONTIER BANK, LAGRANGE, GEORGIA, a Georgia banking corporation, as "Assignor", and HERITAGEBANK OF THE SOUTH, organized under the laws of the State of Georgia, the address of which is Post Office Box 50728, Albany, Georgia 31703-0728 as "Assignee."

BACKGROUND

WHEREAS, on March 8, 2013, the Georgia Department of Banking and Finance closed Frontier Bank, LaGrange, Georgia (the "Failed Bank") pursuant to applicable law, and the Assignee was appointed Receiver thereof;

WHEREAS, the Assignor and the Assignee entered into that certain Purchase and Assumption Agreement, as of March 8, 2013, whereby Assignee purchased certain assets of the Failed Bank on the terms and conditions set forth in said Agreement (the "Purchase Agreement");

WHEREAS, together with any assignments, amendments, supplements, restatements, or modifications thereof, the Mortgages described on Exhibit "A", attached hereto and incorporated herein by this express reference thereto, as well as the obligations secured thereby, were a part of the assets transferred and conveyed to Assignee pursuant to the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor entered into that certain "Limited Power of Attorney," a copy of which is attached hereto as Exhibit "B" and incorporated herein by this express reference thereto, whereby Assignor appointed as its true and lawful attorney-in-fact, certain officers of Assignee named in said Limited Power of Attorney, granting said attorney-in-fact, among other powers, the power to execute assignments of deeds to secure debt, and the indebtedness secured thereby, constituting a portion of the assets purchased by Assignee pursuant to the Purchase Agreement; and

WHEREAS, the Assignor, by and through its authorized attorney-in-fact, has executed this Assignment, in accordance with the terms of the Purchase Agreement, in order to document the transfer and assignment from Assignor to Assignee of the Mortgages described on Exhibit "A", as well as the obligations secured thereby.

WITNESSETH

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Mortgages described on Exhibit "A", attached hereto and incorporated herein by this express reference thereto, as well as the obligations secured thereby. This Assignment includes, without limitation, all of Assignor's right, title, and interest in and to the Mortgages described on Exhibit "A", as well as the obligations secured thereby, together with any modifications, renewals, extensions, supplements, or amendments thereto.

TO HAVE AND TO HOLD the same unto Assignee and its legal representatives, successors and assigns forever.

In accordance with the terms of the Purchase Agreement, this Assignment shall vest in Assignee the power to demand, receive, negotiate, compromise, settle and satisfy all of the rights and benefits inherent in the Mortgages herein assigned, as well as the obligations secured thereby and all proceeds thereof, and the right to take whatever legal action may be necessary to enforce any and all rights associated with said Mortgages, as well as the obligations secured thereby.

Assignor has not previously pledged, assigned, hypothecated, transferred, conveyed or encumbered any of its right, title, or interest in and to the Mortgages described on Exhibit "A", or the obligations secured thereby, all of which are free and clear of all liens, encumbrances and interests of any third parties.

This Assignment is made without recourse, representation or warranty whatsoever, express or implied.

IN WITNESS WHEREOF, the parties, through their duly-authorized officers named below, have set their hands and affixed their seals to this Assignment, effective as of the date and year first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS
RECEIVER OF FRONTIER BANK, LAGRANGE, GEORGIA

By: *O. Mitchell Smith*
O. Mitchell Smith, Senior Credit Officer of HeritageBank of the South, as Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver of Frontier Bank, LaGrange, Georgia, pursuant to Limited power of Attorney Effective March 8, 2013

STATE OF Alabama)
)
Shelby COUNTY)

I, Nikki Matherson, a notary public, in and for said County in said State, hereby certify that O. Mitchell Smith, whose name as Senior Credit Officer of HeritageBank of the South, a Georgia banking corporation, as Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver of Frontier Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and on behalf of said banking corporation, acting in its capacity as Attorney-in-Fact as aforesaid.

GIVE UNDER MY HAND this the 1st day of April, 2013.

Nikki Matherson

Notary Public

My commission expires:

NIKKI MATHERSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES OCTOBER 4, 2016

Prepared by and return to:

20130509000193620 2/8 \$33.00
Shelby Cnty Judge of Probate, AL
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Brent E. Davis
16863 Highway 280
Chelsea, Alabama 35043

ACCEPTANCE AND CONSENT TO ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby consents to the Assignment of the Mortgages described on Exhibit "A", and all obligations secured thereby, on the terms set forth above.

HERITAGEBANK OF THE SOUTH

By: _____

O. Mitchell Smith, Senior Credit Officer


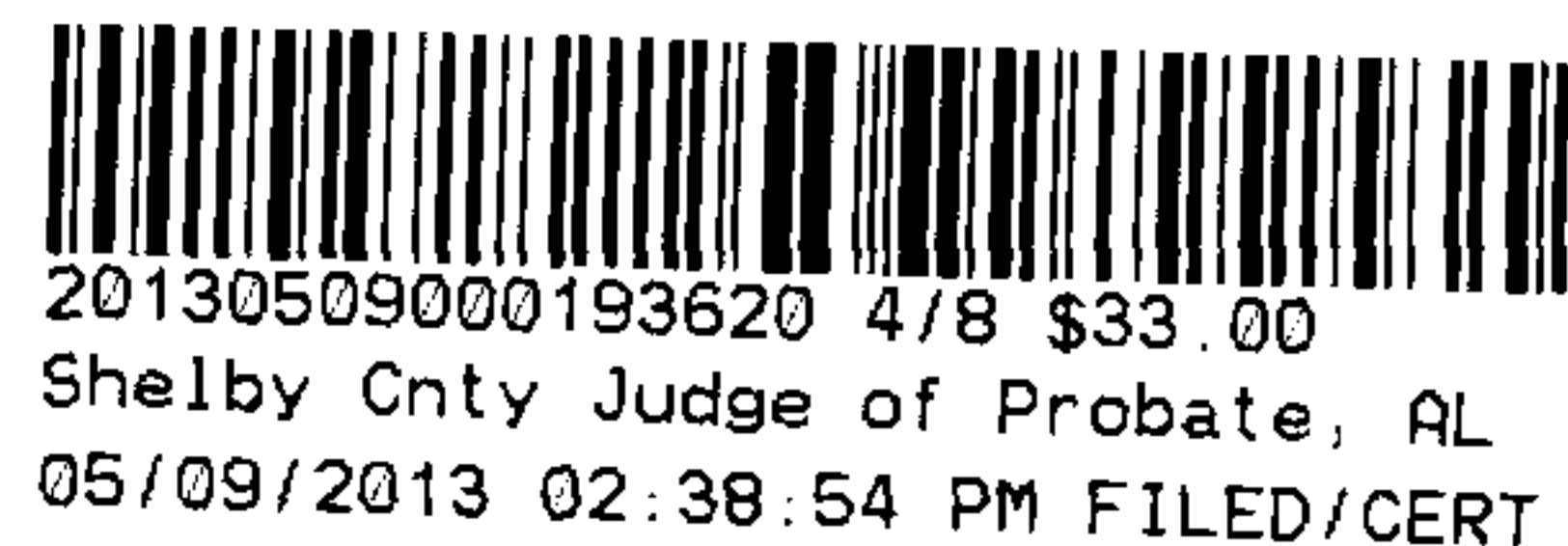

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EXHIBIT "A"

1. Ken Underwood Development, Inc.
Recorded September 1, 2009
Document # 20090901000337910
2. Ken Underwood Development, Inc.
Recorded October 4, 2007
Document # 20071004000464120
3. Ken Underwood Development, Inc.
Recorded September 1, 2009
Document # 20090901000337930 (Assignment of Mortgage)
4. Ken Underwood Development, Inc.
Recorded August 26, 2009
Document # 20090826000330000
5. Highway 31 Commercial Park, LLC
Recorded May 27, 2010
Document # 20100527000168440
6. Highway 31 Commercial Park, LLC
Recorded May 1, 2009
Document # 20090501000161210
7. Highway 31 Commercial Park, LLC
Recorded November 28, 2006
Document # 20061128000576240
8. Mason Equities, LLC
Recorded December 8, 2001
Document # 2001-53601
9. Mason Equities, LLC
Recorded September 3, 2004
Document # 20040903000493920 (Assignment of Rents and Leases)
10. Honea Properties, LLC
Recorded June 13, 2005
Document # 20050613000288110
11. Honea Properties, LLC
Recorded June 13, 2005
Document # 20050613000288150
12. Honea Properties, LLC
Recorded June 13, 2005
Document # 20050613000288160 (Assignment of Rents and Leases)
13. Honea Properties, LLC
Recorded February 18, 2008
Document # 20080218000065320 (Amendment)
14. Honea Properties, LLC
Recorded April 21, 2003
Document # 20030421000240440
15. Natural Resources Development, LLC
Recorded June 11, 2007
Document # 20070611000271100
16. J&M Properties, LLC
Recorded March 26, 2009
Document # 20090326000111630



Prepared by: Monica R. Cosentino-Benedict, Esq.
FDIC East Coast Temporary Satellite Office
8800 Baymeadows Way West
Jacksonville, FL 32256

(Leave Blank Above this Line for Recording Information)
(Space above this line must be at least 3 inches)

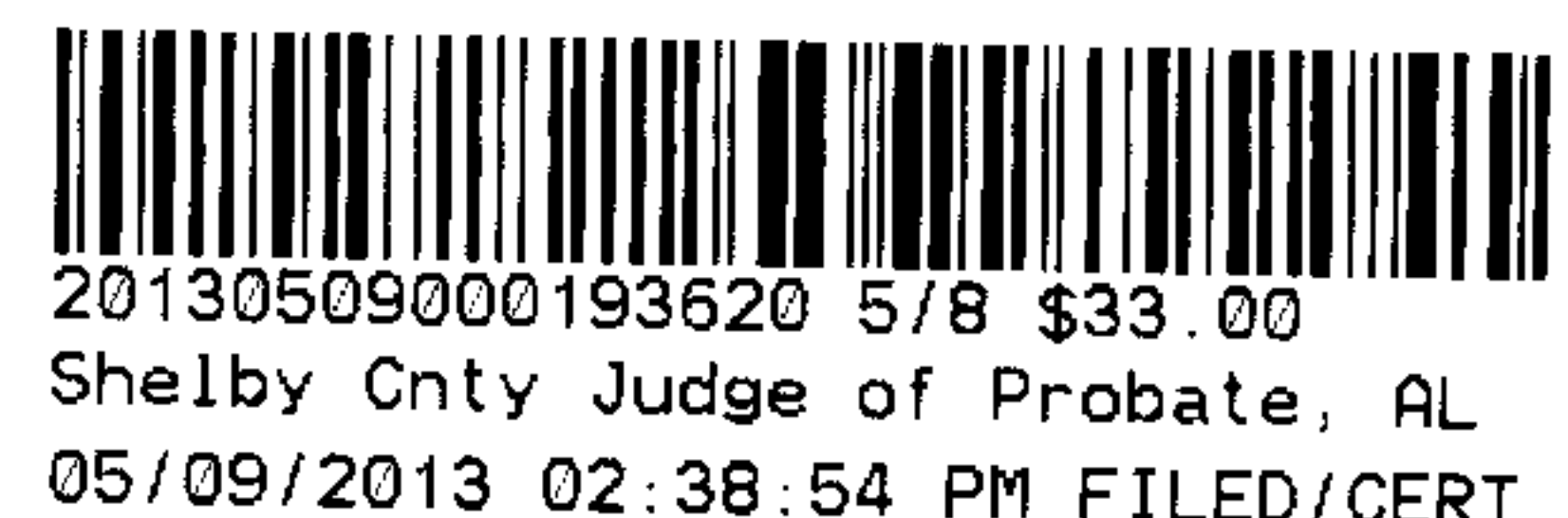
LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the following individual(s) of **HERITAGEBANK OF THE SOUTH**, organized under the laws of the state of Georgia, as "Attorney(s)-in-Fact" for the sole purpose of executing the documents outlined below:

**DAVID A. DURLAND
O. LEONARD DORMINEY
T. HEATH FOUNTAIN
L. HEATH GILBERT
ROBIN C. GLASS
MARK A. IMES
APRIL S. JAMES
ROBERT E. KRIMMEL
MICHAEL H. MANN
JOY M. PARRISH
JAMES C. SALTER
JOEY W. SHIVER
CAROL W. SLAPPEY
O. MITCHELL SMITH
SHELLEY S. SWAN
C. QUINTARD WRIGHT**

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:



1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of **FRONTIER BANK**, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and lien releases, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of **FRONTIER BANK**, including all loans held by **FRONTIER BANK** to **HERITAGEBANK OF THE SOUTH** pursuant to that certain Purchase and Assumption Agreement, dated as of **March 8, 2013** between FDIC as Receiver of **FRONTIER BANK** and **HERITAGEBANK OF THE SOUTH**.

2. Regarding indebtedness previously owned by the former **FRONTIER BANK** that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former **FRONTIER BANK**, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse
FEDERAL DEPOSIT INSURANCE CORPORATION as
 Receiver for **FRONTIER BANK**, LaGrange, GA

By: _____

Name: _____

Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

3. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from **March 8, 2013** and shall continue in full force and effect through **March 8, 2015**, unless otherwise terminated by an official of the FDIC

authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 13 day of March, 2013.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: *Lori J. Alexander*
 Name: **LORI J. ALEXANDER**
 Title: Manager of Customer Service –
 East Coast Temporary Satellite Office
 8800 Baymeadows Way West
 Jacksonville, FL 32256

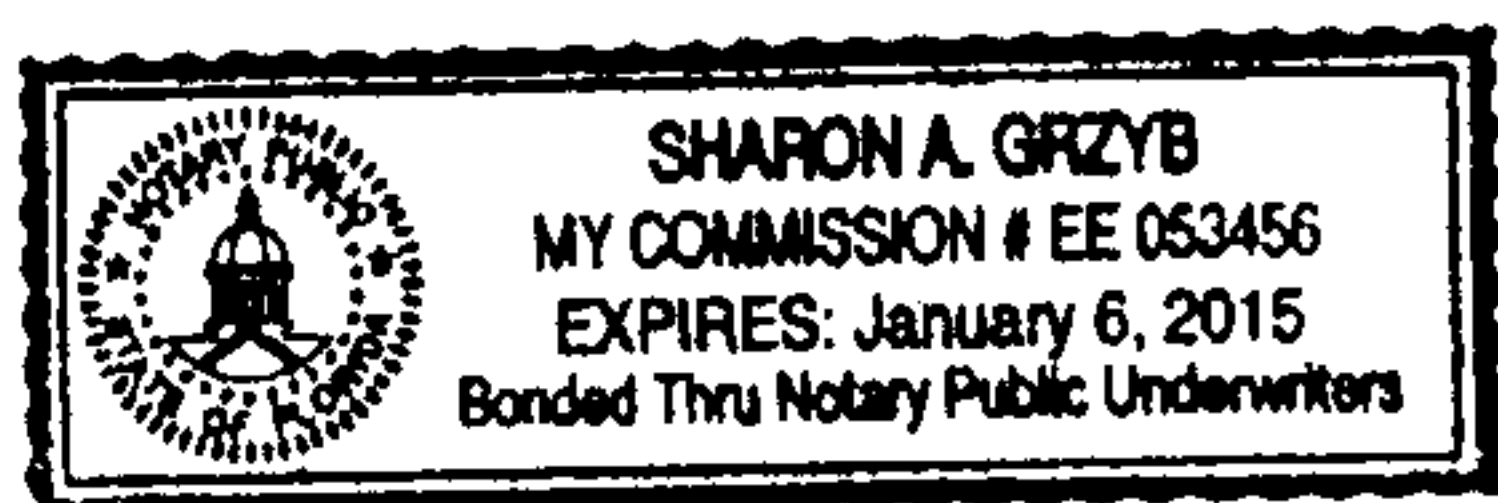
Signed in the presence of:

Witness: *Samuel R. Stangle*
 Printed Name: Samuel R. Stangle
 Witness: *Eddy O. Betancourt*
 Printed Name: EDDY O. Betancourt

STATE OF FLORIDA }
 }
 COUNTY OF DUVAL }

On this 13 day of March, 2013, before me, a Notary Public in and for the State of Florida appeared **LORI J. ALEXANDER**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said **LORI J. ALEXANDER**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE SEAL BELOW HERE]

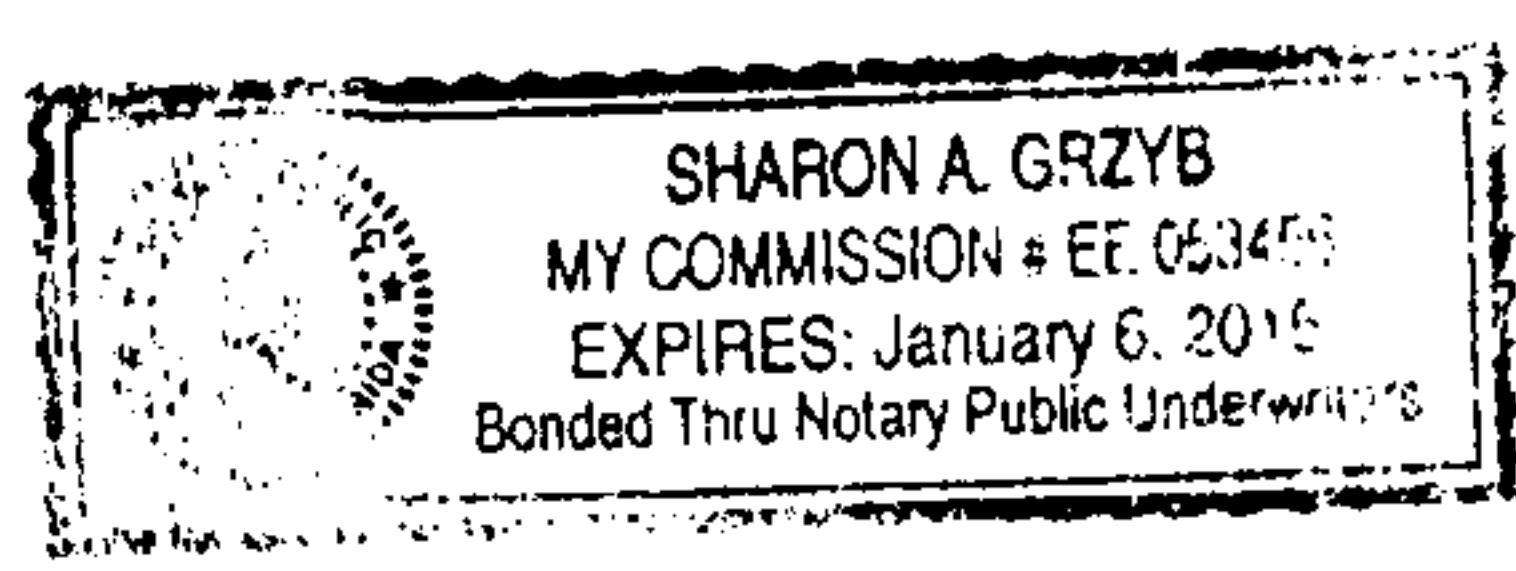


Sharon A. Grzyb
 Notary Public
 Printed Name of Notary: Sharon A. Grzyb
 Commission No.: EE 053456
 My Commission expires: Jan 6, 2015

STATE OF FLORIDA }
COUNTY OF DUVAL }

On this 15th day of March, 2013, before me, a Notary Public in and for the State of Florida appeared Samuel R Stangle (witness #1) and Eddy C. Belancourt (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw **LORI J. ALEXANDER**, Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE SEAL BELOW HERE]



Sharon A. Grzyb
Notary Public
Printed Name of Notary: Sharon A. Grzyb
Commission No.: EE 053456
My Commission expires: Jan 6, 2015

STATE OF FLORIDA
DUVAL COUNTY
I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 1 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.
WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 20 day of March, A.D., 2013.
RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida
By [Signature]
Deputy Clerk