# STATE OF ALABAMA COUNTY OF SHELBY

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
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Phelps Dunbar LLP
P. O. Box 2727
Mobile, AL 36652

Loan No. xxxx418337

# NON-RECOURSE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS (FULL ASSIGNMENT OF INSTRUMENTS)

THIS NON-RECOURSE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made effective as of the 15<sup>th</sup> day of March, 2012 by and between:

WHITNEY BANK, the Assignor, a Louisiana state chartered bank, with its principal office at 228 St. Charles Avenue, New Orleans, Louisiana 70130, formerly known as Hancock Bank of Louisiana, successor by merger to Whitney National Bank, a national banking association, and

HANCOCK BANK, the Assignee, a Mississippi state chartered bank, with its principal office at 1410 25th Avenue, Gulfport, Mississippi 39501.

WHEREAS, on June 4, 2011, Whitney National Bank and Hancock Bank of Louisiana consummated a merger (the "Merger") and immediately thereafter Hancock Bank of Louisiana changed its name to Whitney Bank; and

WHEREAS, in connection with the Merger and the contemplated transfer of Whitney Bank assets (including those related to former Whitney National Bank branch offices) in Alabama, Florida and Mississippi to Hancock Bank, Assignor and Assignee entered into that certain General Assignment of Loans and Collateral, dated as of March 15, 2012 (the "General Assignment"); and

WHEREAS, the General Assignment was made to effect the assignment and transfer, without recourse, warranties or representations (other than as to ownership), of all of Assignor's right, title and interest in, to and under certain loans, and to permit Assignee to assume all obligations as the "lender," "maker" or "mortgagee" under such loans, including, without limitation, the loan described in Paragraph A below (the "Loan"), which Loan is secured and evidenced by, among other things, the loan Documents and other instruments of security described below:

A. That certain Mortgage Note dated May 9, 2008, executed by **DEBRA A. TYNES** (the "Borrower"), in the original principal amount of ONE HUNDRED EIGHTY-TWO THOUSAND AND NO/100 Dollars (\$182,000.00) in favor of Whitney National Bank, as lender, together with any and all renewals, amendments, restatements, modifications, consolidations and/or substitutions therefore (hereinafter collectively referred to as the "Note"); and

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- B. That certain Mortgage on real property dated May 9, 2008, granted by the Mortgagor, described therein, to Whitney National Bank, as mortgagee, and recorded at Instrument No. 20080520000206520, in the office of the Judge of Probate of Shelby County, Alabama (hereinafter the "Mortgage"), which Mortgage secures the repayment of the Note; and
- C. All loan agreements, guaranties, security agreements, assignments, Uniform Commercial Code financing statements (wherever recorded or filed), pledge agreements, endorsements, title and other insurance policies (all such instruments and agreements, together with the Note and Mortgage are hereinafter collectively referred to as the "Loan Documents"), and all of Assignor's right, title and interest in Assignor's loan files for said Loan.
- NOW, THEREFORE, in furtherance of the transactions contemplated in the Merger and pursuant to the General Assignment, and for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:
- 1. <u>Assignment of Note, Mortgage and Loan Documents</u>. Assignor hereby unconditionally grants, transfers, and assigns to Assignee, without recourse, warranties or representations (other than as to ownership), all of Assignor's right, title and interest in and to the Note, Mortgage and the Loan Documents, including without limitation, Assignor's right to receive payments due thereunder after March 15, 2012.
- 2. <u>Assignment of Claims</u>. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in an to any and all claims, actions, causes of action, choses in action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of fees, costs and/or other expenses under the Loan or any of the Loan Documents.
- 3. <u>Limited Representations and Warranties</u>. By its acceptance of this Assignment, Assignee agrees that Assignor represents and warrants only that Assignor has full power to sell and assign the Loan and Loan Documents to the Assignee, and that Assignor is the legal and beneficial owner and holder of the Loan, the Note, Mortgage and the Loan Documents.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment in favor of Assignee as of August \_\_\_\_, 2013.

#### **ASSIGNOR:**

association

WHITNEY BANK, a Louisiana state chartered bank, formerly known as HANCOCK BANK OF LOUISIANA, successor by merger to WHITNEY NATIONAL BANK, a national banking

By: William H. Price, Jr.

As Its: Authorized Special Assets Officer

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- 2 -

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## STATE OF MISSISSIPPI

### COUNTY OF HARRISON

I, the undersigned, a Notary Public in and for said County/Parish, in said State, hereby certify that William H. Price, Jr., whose name as Authorized Special Assets Officer of Whitney Bank, a Louisiana state chartered bank, f/k/a Hancock Bank of Louisiana, successor by merger to Whitney National Bank, a national banking association, 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 as the act of said Louisiana state chartered bank.

Given under my hand this \_\_\_\_ day of August, 2013.

Commission Expires

Notary Public

My commission expires:\_

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- 3 -