


STATE OF ALABAMA                     )  
COUNTY OF Shelby                     )

  
20130918000377270 1/11 \$304.00  
Shelby Cnty Judge of Probate, AL  
09/18/2013 11:27:34 AM FILED/CERT

### ASSIGNMENT

This Assignment is made and entered into effective as of the 15<sup>th</sup> 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:   
Mark Imes, Senior Vice President 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 Mark Imes, whose name as Senior Vice President 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 2nd day of August, 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:

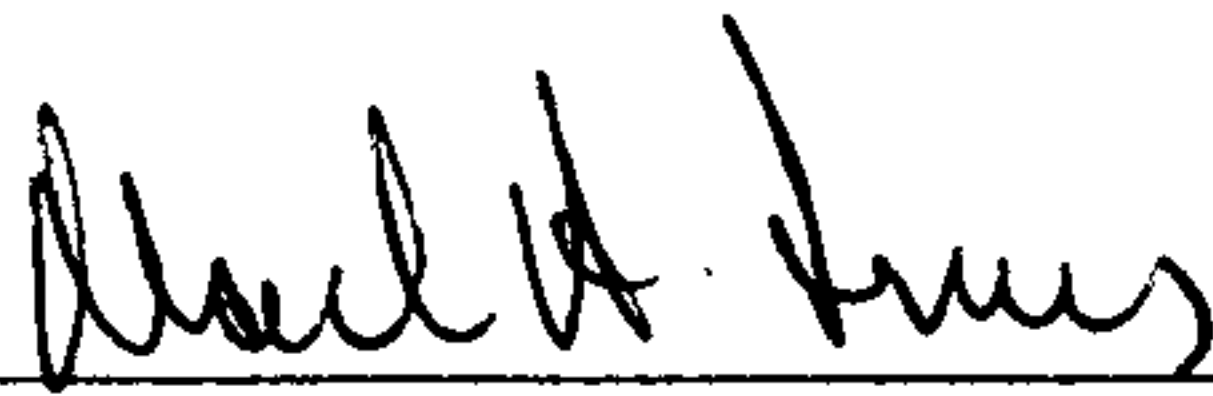
  
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Brent E. Davis  
16863 Highway 280  
Chelsea, Alabama 35043

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:   
Mark Imes, Senior Vice President



# EXHIBIT "A"

Full Names on the Mortgage	Mortgage Dated	Mortgage Recording Date	Book #	Page #
Abbott, Terry	10/24/2003	1/15/2004	20040115000028010	1/10
Amber Curran	1/6/2003	1/13/2003	20030113000025350	1 of 5
Barnett, Michael	1/29/2012	8/7/2012	20120807000288510	1/9
Bella Properties LLC	12/12/2004	12/9/2004	20041209000674770	1-6
Birmingham Marble Works, LLC	12/29/2008	1/6/2009	20090106000003460	1/6
Birmingham Marble Works, LLC	5/9/2011	5/18/2011	20110518000148290	1/16
Brasher, Rickey	3/17/2009	4/6/2009	20090406000125230	1/6
Breland, Rebecca	3/8/2007	3/12/2007	20070312000109360	1/8
Burroughs, Ronald	1/14/2004	1/23/2003	20040123000039160	1/6
Burroughs, A.R.	9/24/1999	10/19/1999	1999-43278	
Cahaba Beach Properties LLC	12/30/2008	3/6/2009	20090306000081810	1/7
Champion Jerry L and Champion Jimmie L	11/15/2010	1/24/2011	20110124000024450	1-11
Cookie Jar Investments	9/17/2008	9/29/2008	20080929000385070	1/7
Cooper, Charles	6/24/2003	7/2/2003	20030702000418420	0
Cooper, Charles	8/29/2008	9/12/2008	20080912000362250	1/10
Cooper, David	4/1/2010	4/30/2010	20100430000132840	1/6
Cougar Investments	5/2/2007	5/7/2007	20070507000210960	1/6
Daniel E Curran	6/19/2008	7/11/2008	20080711000280450	1 of 7
Daniel E Curran	12/26/2008	1/28/2009	20090128000027120	1 of 2
Daniel E Curran and Malissa K Curran	5/25/2007	6/11/2007	20070611000272750	1 of 6
Darla Renae Hayes	8/27/2007	12/6/2007	20071206000553780	1 of 11
David Acton Building Corp	7/18/2000	7/26/2000	2000-25056	1 of 7
David Acton Building Corp	7/18/2000	7/24/2000	2000-24819	1 of 7
David Acton Building Corp	3/15/2006	3/21/2006	20060321000129910	1/5
David Acton Building Corp	12/9/1999	12/17/1999	1999-50932	
Davis, Franky	3/17/2010	6/15/2010	20100615000189510	1/9
DLR Associates, LLC	5/2/2005	5/4/2005	20050504000212300	0
Dobbs, H.L.	6/18/2009	7/7/2009	20090707000260890	1/7
Dunkin, Robert	10/28/2005	11/1/2005	20051101000567860	1/13
El Poblano	12/1/2203	11/24/2004	20041124000647060	1/6

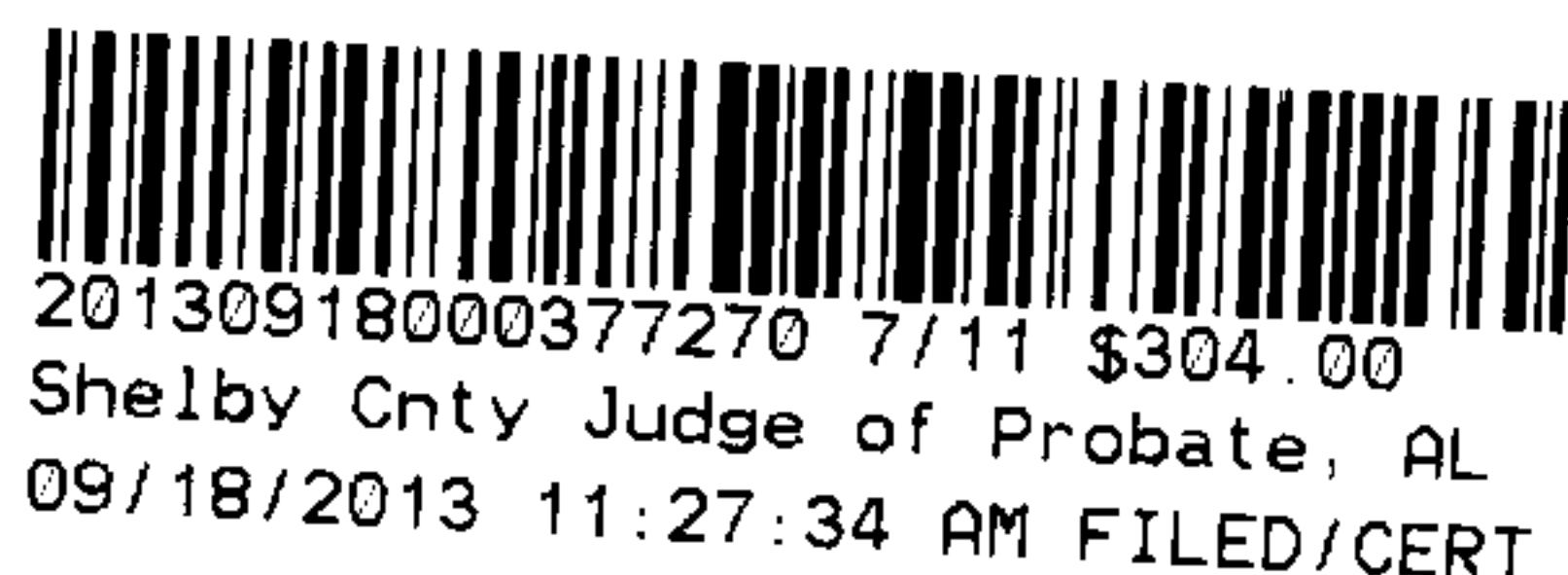


Everett, Leslie	11/15/2007	11/28/2007	20071128000541510	1/7
Fabian, Frank	3/26/2012	4/2/2012	20120402000113010	1/8
Finn, Kimberly	10/16/2008	6/19/2009	20090619000237220	1/6
Folsom Metal Products Inc.	2/21/2008	3/10/2008	20080310000097290	1/8
Foothills Partner, LLC	7/18/2000	7/26/2000	2000-25056	1 of 7
Foothills Partner, LLC	7/18/2000	7/24/2000	2000-24819	1 of 7
Foster, Kelli	10/26/2006	11/30/2011	20111130000361900	1/11
Gable, Gary	9/8/2005	9/22/2005	20050922000494210	1/9
Garrison, Kenneth	1/9/2003	1/21/2003	20030121000038780	1/6
Gary Barnett	12/20/2007	12/26/2007	20071226000576320	1/8
Hidden Ridge Estates LLC	11/25/2003	12/5/2003	20031205000791700	41279
Hidgon, Michael	6/8/2009	6/19/2009	20090619000237250	1/5
Honea Properties, LLC	4/17/2003	4/21/2003	20030421000240440	1 of 6
Honea Properties, LLC	1/24/2008	2/18/2008	20080218000065320	1 of 3
Honea Properties, LLC	6/10/2005	6/13/2005	20050613000288110	1 of 6
Honea Properties, LLC	6/10/2005	6/13/2005	20050613000288150	1 of g
Hoover, Annie	12/15/2009	1/5/2010	20100105000003540	1/6
Horton, Robert	8/17/2012	8/28/20102	20120828000323860	1/9
J & M Properties, LLC	10/29/2007	11/15/2007	20071115000524100	1 of 7
J & M Properties, LLC	12/29/2008	3/26/2009	20090326000111630	1 of 2
JCF Building Company	4/26/2006	5/9/2006	20060509000218530	1 of 5
JEF Homes, LLC	8/6/2007	8/8/2007	20070808000370260	1 of 6
Jeffrey K Greene and Phyllis R Greene	10/30/2009	5/14/2010	20100514000151940	1 of 7
Jeffrey W Melcher and Angelia Melcher	2/13/2009	2/13/2009	20090213000052440	1 of 9
Jeffrey W Melcher and Angelia Melcher	2/13/2009	2/13/2009	20090213000052650	1 of 7
Jones and Jones Construction, LLC	4/8/2005	5/2/2005	20050502000207750	1 of 5
Kaloc, Zenobia	7/21/2008	10/12/2009	200910112000385150	1/7
Ken Underwood Properties LLC	9/24/2007	10/4/2007	20071004000464120	1/6
Ken Underwood Properties LLC	8/28/2009	9/1/2009	20090901000337910	1/7
Ken Underwood Properties LLC	8/26/2009	8/26/2009	200908260000330000	1/6
Kenneth B Salser and Cynthia R Salser	11/22/1996	12/5/1996	1996-40029	
Kirkland, Robert	8/30/2006	2/12/2007	2007021200065420	1/6
KMG Real Estate Holding	8/28/2009	10/22/2009	20091022000398850	1/6
Kuehner, Robert	3/30/2009	4/8/2009	20090408000130560	1/5
Kuuan, Abdulaun	3/3/2008	3/28/2008	20080328000126830	1/9



Lattaq, Gary Randal	11/3/2006	4/12/2007	20070412000170190	1/5
Leonard D Griffin and Tammy Griffin	6/18/2008	7/7/2008	20080707000273590	1 of 9
Limbaugh, Keila	11/21/2003	12/2/2013	20031202000782530	1/11
Lowery, John	8/5/2005	8/8/2005	20050808000402870	1/6
Lumpkin, Edwin	3/21/2012	4/2/2012	20120402000112170	1/9
M & M Properties	5/18/2009	5/19/2009	20090519000188400	1/4
Maniscalco, Nena	7/1/2004	7/9/2004	20050221000082310	1/5
Marler, Robert	3/16/2009	10/15/2009	20091015000389470	1/7
Mason Equities LLC	12/5/2001	12/8/2001	2001-53601	1-5
McCrea, Frances E	12/12/2006	9/26/2007	20070926000451150	1-6
Michael Barry Orgill and Brandie Thomas Orgill	4/14/1995	4/20/1995	1995-10313	
Moore, Paul	6/18/2012	7/9/2012	20120709000241740	1/8
Moore, Paul	5/21/2007	6/6/2007	20070606000264820	1/5
Mount Olive Baptist	1/22/2008	2/4/2008	20080204000043380	1/7
Mount Olive Baptist	1/22/2008	3/7/2008	20080307000095170	1/6
Murray, Sonya	12/16/2011	12/22/2011	20111222000387660	1/12
Natural Resource Development, LLC	5/18/2007	6/11/2007	20070611000271100	1 of 6
Nena Maniscalco and Paul J Maniscalco	2/1/2005	2/21/2005	20050221000082310	1 of 5
New, Dale	7/3/2007	8/30/2007	20070830000410260	1/7
NSH CORP	1/16/2009	2/9/2009	20090129000029220	1/27
NSH CORP	6/23/2010	10/14/2010	20101014000342610	1/26
Orgill, Michael	4/14/1995	4/20/1995	1995-10313	
PAAT, Inc.	8/23/2012	8/24/2012	20120824000317220	1/5
Patriot Point	3/29/2007	4/5/2007	20070405000154840	1/7
Pearson, Harry	12/12/2005	12/19/2005	20051219000653930	1/8
Pearson, Harry	9/5/2008	10/21/2008	20081021000412650	1/7
PEARSON, HARRY N SR AND PEARSON, JIMMIE LOU	6/13/2008	6/19/2008	20080619000250430	1-6
Perrin, Regina	12/10/2002	1/31/2003	20030131000060330	1/6
Phillips, Robert	11/18/2012	11/21/2002	20021121000582760	1/5
Phillips, Robert	11/15/2012	11/20/2002	20021120000579810	1/6
Rader, Roger D	8/11/2000	1/9/2001	2001-00774	
Rader, Roger D	8/12/2000	1/10/2001	2001-00775	
Ready Set Grow Inc	4/25/2003	5/14/2003	20030514000301540	1/6
Ready Set Grow, Inc	6/20/2003	7/1/2003	20030701000412550	1/6
Reynolds, Raymond	9/25/2008	10/10/2008	20081010000401130	1/6

Robert Lon Marler and Joy Rene Marler	3/16/2009	10/15/2009	20091015000389470	1 of 7
Rodrick O Reynolds and Patricia J Reynolds	10/28/2002	11/4/2002	20021104000544490	1 of 6
Rodrick O Reynolds and Patricia J Reynolds	3/23/2004	4/13/2004	20040413000190680	1 of 6
Roger Wilson	12/3/2012	12/13/2012	20121213000477560	1 of 9
Ronald L Russell and Nora Ellen Russell	7/7/2004	7/15/2004	20040715000392300	1 of 6
Ruth Bell Datcher, Willie Floyd Datcher and Dorothy Jean Datcher	5/25/1990	6/8/1990	295	33-36
Scott Alan Brown and Dacia N Brown	12/23/2000	2/7/2002	2002-06528	1 of 5
Stoney Johnson and Kim Johnson	4/25/2003	5/8/2003	20030508000285130	1 of 6
Stoney W Johnson and Kim Johnson	12/12/2003	1/15/2004	20040115000027380	1 of 6
Strauss, John W	6/16/2006	8/16/2011	20110816000241410	1/8
Strazewski, William	7/14/2009	7/20/2009	20090720000278160	1/5
Strazewski, William	12/4/2009	1/26/2010	20100126000025380	1/6
Strazewski, William	9/23/2005	10/13/2005	20051013000534180	1/6
Thorpe International	11/9/2006	11/13/2006	20061113000555170	1/6
Weber, Albert	3/10/2011	3/16/2011	20110316000085970	1/7
Webster, Tommy	4/20/2007	5/7/2007	20070509000217970	1/6
White, Rodrick	4/21/2000	7/27/2000	2000-25209	1/2
William R Logan and Tina H Logan	1/3/2006	1/18/2006	20060118000027180	1 of 5
Wolsoncroft, Lynn	8/31/2009	9/23/2009	20090923000363580	1/5
Wood, Steven	4/14/2005	4/19/2005	20050419000185460	1/6





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

Exhibit "B"

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### **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:



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Shelby Cnty Judge of Probate, AL  
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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: \_\_\_\_\_

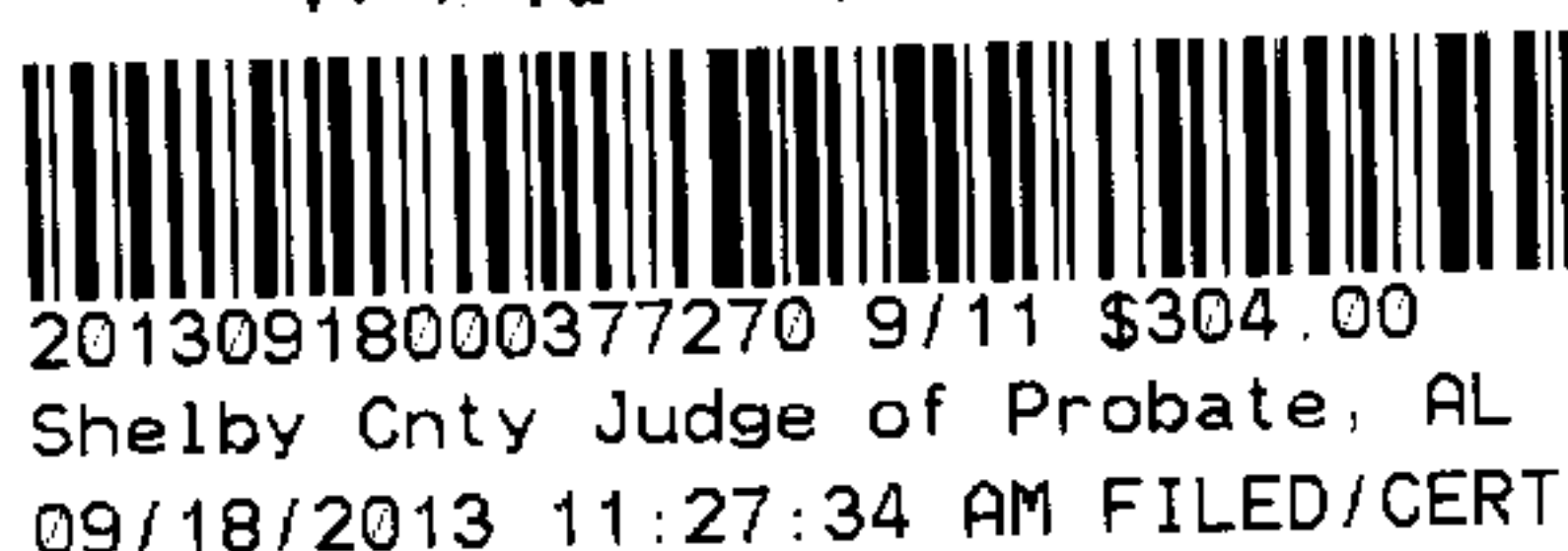
Name: \_\_\_\_\_

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 D. Belancourt*

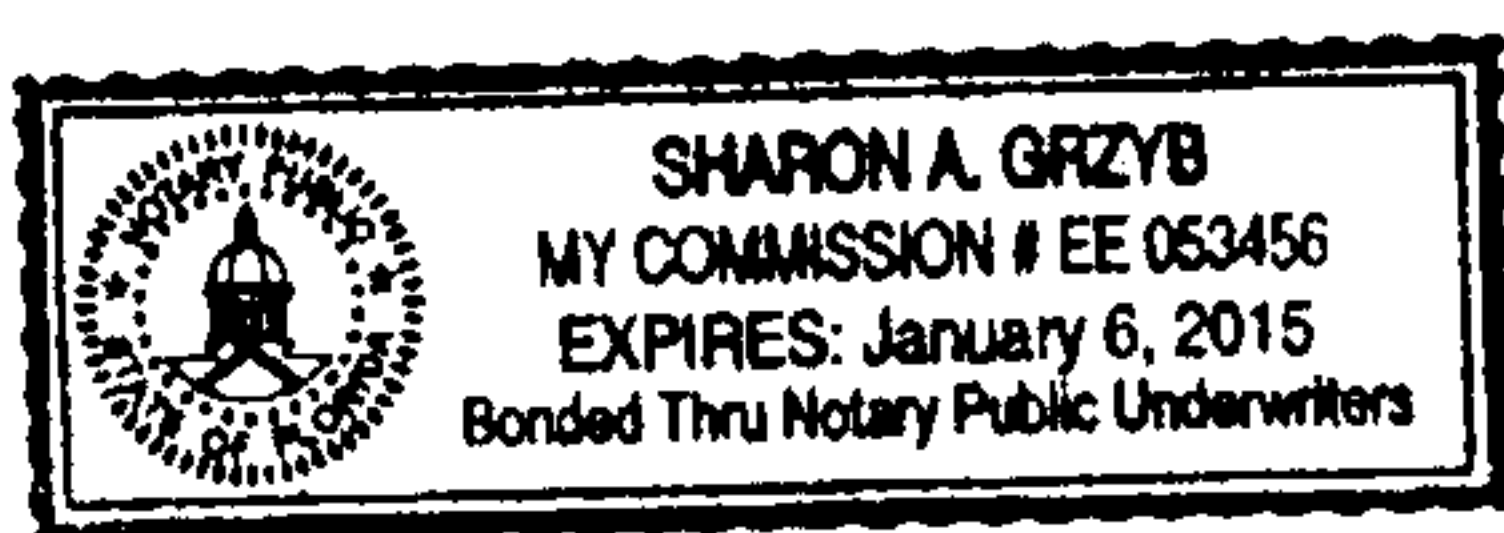
Printed Name: Eddy D. Belancourt

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

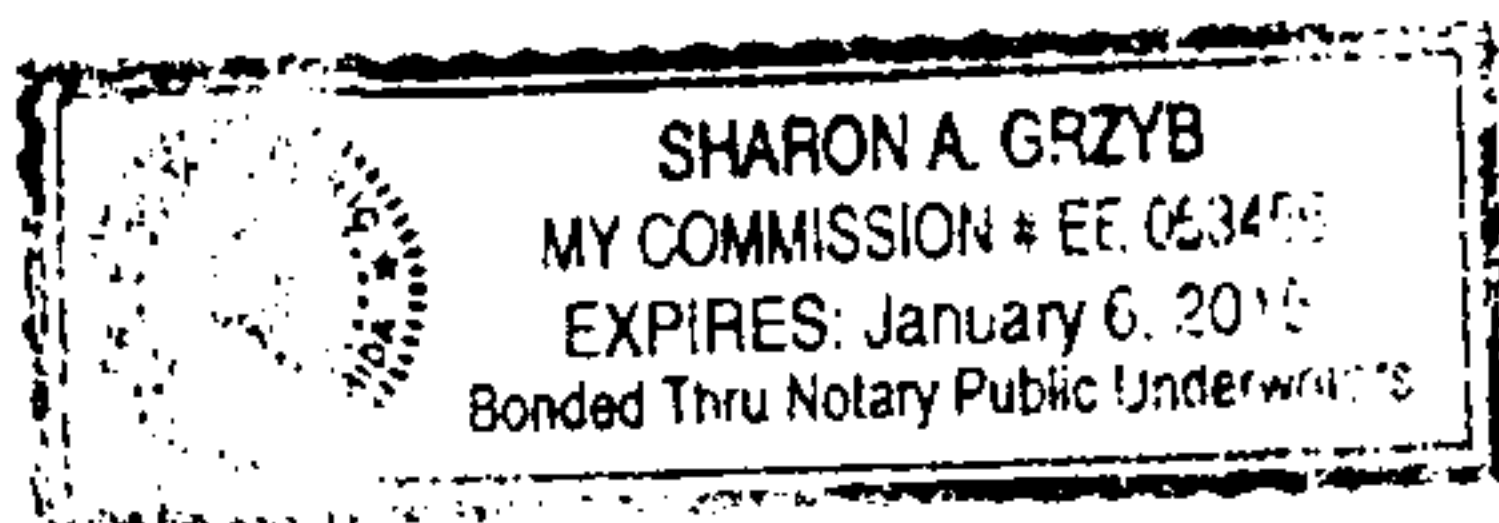




STATE OF FLORIDA }  
 }  
 COUNTY OF DUVAL }

On this 15<sup>th</sup> 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



20130918000377270 11/11 \$304.00  
 Shelby Cnty Judge of Probate, AL  
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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 7 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 15 day of March, A.D., 2013.

**RONNIE FUSSELL**

Clerk, Circuit and County Courts  
 Duval County, Florida

By Erangelina Jackson  
 Deputy Clerk