


STATE OF ALABAMA)
COUNTY OF SHELBY)


20140409000102840 1/4 \$26.00
Shelby Cnty Judge of Probate, AL
04/09/2014 01:49:17 PM FILED/CERT

**ASSIGNMENT OF RIGHT TO CREDIT BID UNDER
MORTGAGE AND SECURITY AGREEMENT**

THIS ASSIGNMENT OF RIGHT TO CREDIT BID UNDER MORTGAGE AND SECURITY AGREEMENT (this "Assignment") is made as of April 7, 2014, by IBERIABANK, a Louisiana banking corporation ("Assignor"), to CSB ALABAMA CRE HOLDINGS, LLC, an Alabama limited liability company ("Assignee").

Recitals

WHEREAS, Assignor is the owner and holder of a loan (the "Loan") to CPG Properties, LLC, an Alabama limited liability company, ("Borrower"), evidenced by that certain Note dated May 21, 2007, in the original principal amount of \$420,000.00 in favor of CapitalSouth Bank, as modified by that certain Debt Modification Agreement date March 5, 2008, and assigned to IBERIABANK by an Assignment of Note, Mortgage and Loan Documents recorded in Instrument Number 20111020000313440 in the Office of the Judge of Probate of Shelby County, Alabama (the "Note"). Borrower has heretofore executed and delivered or caused to be delivered to Assignor the Note. The Loan is secured by, among other things, Borrower's interest in certain real estate located in Shelby County, Alabama (the "Property") pursuant to that certain Mortgage and Security Agreement dated May 21, 2007, executed by Borrower in favor of Assignor and recorded in the Probate Office of Shelby County, Alabama at Instrument Number 20070525000244800, as modified by that certain Modification of Mortgage dated March 5, 2008, and recorded in Instrument Number 20080409000144310, and assigned to IBERIABANK by an Assignment of Note, Mortgage and Loan Documents recorded in Instrument Number 20111020000313440 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, as of the date hereof, the total amount due and owing on the Loan is \$484,726.99 (the "Loan Balance"); and

WHEREAS, Borrower has defaulted under the Note and Mortgage by, among other things, failing to pay the Loan Balance as and when due. As a result of said default, Assignor has elected to commence foreclosure proceedings under the Mortgage and applicable law with respect to the Property (the "Foreclosure Sale"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, Assignor's right under the Mortgage and applicable law to credit bid at the Foreclosure Sale in an amount up to, but not exceeding, the Loan Balance.

Assignment

NOW, THEREFORE, in consideration of the foregoing, the delivery by Assignee to Assignor of Ten Dollars (\$10.00), and for other good and valuable consideration paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the parties hereby agree as

follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.
2. **Assignment.** Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee all of Assignor's right under the Mortgage and applicable law to credit bid in connection with any bid by Assignee for the Property at the Foreclosure Sale in an amount up to, but not exceeding, the Loan Balance (the "Credit Bid Rights"). Assignor does not intend to assign, and Assignee does not intend to acquire, any rights of Assignor under the Mortgage other than the Credit Bid Rights. Assignee acknowledges and agrees that, notwithstanding the terms of this Assignment, Assignor shall remain the holder of the Note and Mortgage, and Assignor shall solely be entitled to exercise remedies under the Note and Mortgage, including without limitation the right to commence and conduct the Foreclosure Sale.
3. **Representations and Warranties.** This Assignment is made without recourse and without representation or warranty.
4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.
5. **Governing Law.** The laws of the State of Alabama shall govern the interpretation, validity and enforceability hereof.
6. **Severability.** In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

[signature page to follow]



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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their respective name and on their behalf by their officers thereunto duly authorized, on this 7th day of April, 2014, to be effective as of the day and year first above written.

"ASSIGNOR":

IBERIABANK, a Louisiana corporation

By: [Signature]
Print Name: Brian Hamilton
Its: Vice President

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian Hamilton, whose name as Vice President of IBERIABANK, a Louisiana banking corporation, 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 said instrument, he (she), as such Officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this 7th day of April, 2014.

[Signature]
Notary Public

[AFFIX SEAL]

Jennifer Choi
Notary Public/Alabama State at Large
My Commission Expires October 4, 2016

My Commission Expires: _____

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"ASSIGNEE":

CSB ALABAMA CRE HOLDINGS, LLC,
an Alabama limited liability company

By IB SPE Management, inc.
Its manager

By: Prentice R. Jackson
Print Name: Prentice R. Jackson
Its: V.P. & Asst. Secty.

STATE OF Alabama)
COUNTY OF Shelby)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Prentice R. Jackson, whose name as V.P. & Asst. Secty. of IB SPE MANAGEMENT, INC., a Delaware corporation, in its capacity as Manager of CSB ALABAMA CRE HOLDINGS, LLC, an Alabama limited liability company, 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 said instrument, he (she), as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 7th day of April, 2014.

[Signature]
Notary Public

[AFFIX SEAL]

My Commission Expires: Jennifer Choi
Notary Public Alabama State at Large
My Commission Expires October 4, 2016


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