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Doc#: 0919629046 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/15/2009 03:30 PM Pg: 1 of 6

This Document Prepared by  
when Recorded Return to:  
MGC Mortgage Inc  
Document Control  
Allison Martin  
7195 Dallas Parkway  
Plano, Texas 75024

BC # 665540

**ASSIGNMENT OF NOTE AND THE MORTGAGE, ASSIGNMENT  
OF RENTS AND SECURITY AGREEMENT**

**Assignor:** IndyMac Commercial Lending Corporation, A Delaware  
Corporation  
888 East Walnut St., Pasadena, CA 91101

**Assignee:** LNV Corporation  
PO Box 251680  
Plano, TX 75025

**Legal Description:** See Page 86

**Parcel:** 20-15-112-026

**Property Address:** 5656-58 South King Drive, Chicago, IL 60637

Record 1<sup>st</sup>

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Prepared By & After Recording Return to:

**MGC Mortgage Inc**

Document Control, Allison Martin

PO BOX 251686

Plano, Texas 75025-9933

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For Recorder's Use Only

ASSIGNMENT OF NOTE AND THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA       §

This Assignment of Note and the Mortgage, Assignment of Rents and Security Agreement (this "Assignment") is entered into between IndyMac Commercial Lending Corporation, a Delaware corporation ("Assignor"), whose mailing address is 888 East Walnut Street, Pasadena, California 91101, and LNV Corporation ("Assignee"), whose mailing address is ~~6006 Legacy Drive, Plano, TX 75024.~~

7195 Dava Pkwy,

RECITALS:

WHEREAS, Randall Smith ("Borrower") executed a certain promissory note dated 03/21/2008, and payable to the order of Everbank, a federal savings bank ("Everbank") in the original principal amount of \$500,000.00 (the "Note"), assigned to Assignor by that certain Allonge executed by Everbank on 03/21/08 which Note is secured by a certain Mortgage, Assignment of Rents and Security Agreement of even date therewith, executed by Borrower and recorded on 04/18/2008 in the office of the Recorder of Cook County, State of Illinois, in Document No. 0810950073 (the "Mortgage, Assignment of Rents and Security Agreement"), for the benefit of Everbank; and as assigned to Assignor by that certain Assignment of Mortgage dated 03/21/2008 executed by Everbank, and recorded on 4/18/08 in the office of the Recorder of Cook County, State of Illinois, in Document No. 0810950075.

WHEREAS, Assignor and Assignee have entered into that certain Loan Sale Agreement dated November 6, 2008 (the "Agreement"), covering, among other

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loans, the loan evidenced by the Note and the Mortgage, Assignment of Rents and Security Agreement (herein, the "Loan"); and

WHEREAS, pursuant to the Agreement and effective with the delivery of that certain Bill Of Sale of even date therewith by Assignor to Assignee, the Loan has been transferred to Assignee; and

WHEREAS, Assignor desires hereby to assign to Assignee all of Assignor's right, title and interest in, to and under the Note and the Mortgage, Assignment of Rents and Security Agreement and the indebtedness evidenced thereby, and Assignee desires hereby to assume any and all obligations of Assignor thereunder.

NOW, THEREFORE, in consideration of the premises and the consideration set forth in the Agreement, paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, (i) Assignor hereby ASSIGNS to Assignee, without covenant, representation, warranty, or recourse of any kind or nature, express or implied, and any and all warranties that might arise by common law and any warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Assignor's right, title, and interest in, to, and under the Note, and the Mortgage, Assignment of Rents and Security Agreement, including, without limitation, as security for the payment of the Note, the lien created by the Mortgage, Assignment of Rents and Security Agreement upon that certain real property as described in the Mortgage, Assignment of Rents and Security Agreement and on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Mortgaged Premises"), and (ii) Assignee hereby ASSUMES any and all obligations of Assignor under the Note and the Mortgage, Assignment of Rents and Security Agreement.

This Assignment is made, executed, and delivered pursuant to the Agreement, and is subject to all of the terms, provisions and conditions thereof, including, without limitation, the obligation of Assignee to indemnify Assignor and to hold it harmless and defend it and its agents and financial services advisor (collectively, the "Indemnified Parties") from and against any and all damages, liabilities, losses, costs, charges, liens, deficiencies, and expenses of any nature (including, without limitation, reasonable attorneys' fees and all other actual litigation costs) suffered or incurred by or assessed against the Indemnified Parties from and after the date hereof as a result of any claim, demand, or legal proceeding arising out of or resulting from the failure of Assignee to perform the obligations assumed hereunder or under the Agreement. Accordingly, Assignee does hereby so indemnify the Indemnified Parties.

TO HAVE AND TO HOLD all right, title and interest of Assignor in, to and under the Note and the Mortgage, Assignment of Rents and Security Agreement and the indebtedness evidenced thereby, unto Assignee, its successors and assigns,

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Assignment of Note, Mortgage, Assignment of Rents and Security Agreement - Page 2

IndyMac Commercial Lending Corporation

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provided however that, except as may otherwise be set forth in the Agreement, THE ASSIGNMENT OF THE NOTE AND THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED THEREBY AS SET FORTH HEREIN IS MADE "AS IS" and "WITH ALL FAULTS", WITHOUT ANY COVENANT, REPRESENTATION, OR WARRANTY BY OR RECOURSE ON OR AGAINST ASSIGNOR OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE NOTE OR THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT OR THE INDEBTEDNESS EVIDENCED THEREBY OR THE TITLE OF OR TO THE MORTGAGED PREMISES OR THE LIEN OF THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT THEREON OR THE FREEDOM FROM ANY OTHER LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART) THEREON, OR THE ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION, MERCHANTABILITY, TRANSFERABILITY, ASSIGNABILITY, OR ANY OTHER MATTERS REGARDING THE NOTE OR THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT OR THE INDEBTEDNESS EVIDENCED THEREBY OR ANY LITIGATION IN CONNECTION THEREWITH.

THE VALIDITY, CONSTRUCTION, ENFORCEMENT, INTERPRETATION, AND PERFORMANCE OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, AND TO THE EXTENT THAT STATE LAW WOULD APPLY UNDER APPLICABLE FEDERAL LAW, THE LAWS OF THE STATE OF NEW YORK.

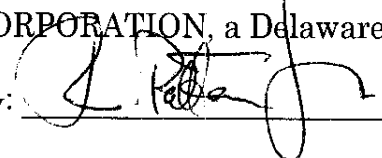
IN WITNESS WHEREOF, this Assignment of Note, Mortgage, Assignment of Rents and Security Agreement is executed by Assignor and Assignee to be effective for all purposes as of November 6, 2008.

ASSIGNOR:

Witnesses:


INDYMAC COMMERCIAL LENDING CORPORATION, a Delaware corporation

By: 

By: 

Name: Teresa Hunter

Name: R. Patterson Jackson

By: 

Title: President

Name: Connie Baldwin

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## ACKNOWLEDGMENTS

STATE OF OKLAHOMA       §  
  §  
COUNTY OF OKLAHOMA   §

This instrument was acknowledged before me on the 6 day of November, 2008, by R. Patterson Jackson, President of IndyMac Commercial Lending Corporation, a Delaware corporation, on behalf of said entity.



Heinie Alda  
Notary Public, State of Oklahoma

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ of \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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Assignment of Note, Mortgage, Assignment of Rents and Security Agreement - Page 5

IndyMac Commercial Lending Corporation

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## EXHIBIT "A"

LOTS 13 AND 14 IN BLOCK 1 IN THOMASSON'S SUBDIVISION OF THE SOUTH 6 ACRES IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15. TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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