

THIS DOCUMENT WAS PREPARED BY:

Jason Lee

1115739090 Fee: \$42,00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/06/2011 03:22 PM Pg: 1 of 4

AFTER RECORDING RETURN TO: First-Citizens Bank & Trust Company P.O. Box 26592 Raleigh, NC 27611-6592

ASSIGNMENT OF MORTGAGE (ILLINOIS)

Date: 5/06/2011

Loan No.: 18050897

For the purposes of this Assignment:

1. The "Assignor" is the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR TEMECULA VALLEY BANK. As of the late of this Assignment, the Assignor is the secured creditor under the Mortgage and the Related Security Instruments identified below and the owner and holder of the promissory note(s) and/or other obligations secured thereby. The pailing address of the Assignor is 40 Pacifica, Irvine, CA 92618. .

2. The "Assignee" is FIRST-CITIZENS BANK & TRUST COMPANY. The mailing address of the Assignee is First Citizens Center, 4300 Six Forks Road, Raleigh, NC 27669

3. The "Mortgage" refers to the following Mortgage:

Date of Mortgage:

6/20/2005

Mortgagor(s):

Children International Academy, LLC, an Illinoit Limited Liability Company

Original Mortgagee(s):

TEMECULA VALLEY BANK, N.A.

Recording Information: Recorded on 6/28/2995 as Document No. 0517934093, in the Office of the

Recorder of Deeds of Cook County, Illinois.

Temecula Valley - IL Mortgage Assignment (with descrip) (2-11)

1115739090 Page: 2 of 4

UNOFFICIAL COPY

4. The Mortgage covers the real property described below or, if no real property is described below, the real property described on Exhibit A attached hereto and incorporated herein by reference:

☒ See Exhibit A attached hereto and incorporated herein by reference.

Being all of that property located in Cook County, Illinois, more particularly described as follows:

The common address of the property is: 6924 West North Avenue, Chicago, IL 60635.

The Permane u Index Number of the property is: 13-31-325-024.

The Assignee or any person or entity acting on its behalf is hereby authorized to attach to this Assignment the legal description of the real property encumbered by the Mortgage.

5. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory notes) and/or other obligations secured by the Mortgage, including, but not limited to, security agreements, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, agreements relating to hazardous substances, and indemnity agreements.

As used herein, the terms "Mortgage" and "Related Security Instruments" include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitution for, or to correct the Mortgage or any of the Related Security Instruments.

Background and Explanatory Note: Temecula Valley Bank, Nation: A sociation was chartered as a national bank by the Office of the Comptroller of the Currency in 1996. On June 20, 2005, Temecula Valley Bank, National Association (i) converted its corporate charter from that of a national bank to (na) of a state bank chartered under the laws of the state of California, and (ii) changed its name from "Temecula Valley Bank, National Association" to "Temecula Valley Bank."

On July 17, 2009, the California Department of Financial Institutions closed Temecula Valley Bank and appointed the Federal Deposit Insurance Corporation as receiver. Immediately thereafter, First-Circens Bank & Trust Company, a North Carolina-chartered commercial bank, acquired most of the assets and assumed most of the liabilities of Temecula Valley Bank pursuant to a "Purchase and Assumption Agreement" between First-Citizens Bank & Trust Company, the Federal Deposit Insurance Corporation in its corporate capacity, and the Federal Deposit Insurance Corporation in its capacity as Receiver for Temecula Valley Bank. The assets purchased by First-Citizens Bank & Trust Company include the Mortgage and the Related Security Instruments identified in this Assignment, together with the promissory note(s) and/or other obligations secured thereby.

For value received, Assignor hereby grants, sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest, both legal and equitable, in, to and under (i) the Mortgage, together with the real property described therein and all rights accrued or to accrue thereunder; (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the Mortgage and the Related Security Instruments.

1115739090 Page: 3 of 4

NOFFICIAL COPY

This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Deposit Insurance Corporation in its corporate capacity or as Receiver.

Assignor further authorizes and empowers Assignee, its successors and assigns, to exercise all rights, powers and privileges conferred upon Assignor by the Mortgage and the Related Security Instruments, including, but not limited to, the rights and privileges of a secured party and the right of foreclosure and sale, in as full and ample a manner as Assignor is authorized and empowered to exercise the same.

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver for Temecula Valley Bank has caused this Assignment to be signed and sealed in its name by its duly authorized attorney-in-fact, all as of the date of this Assignment.

> FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR TEMECULA VALLEY BANK [SEAL]

Karen Ashe, as duly appointed

Attorney-In-Fact for the Federal Deposit Insurance Corporation as

[SEAL]

Receiver for Temecula Valley Bank

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I Carolyn L Parker, a notary public in and for said Covaty, in the State aforesaid, do hereby certify that Karen Ashe, of First-Citizens Bank & Trust Company, personally known to me, or proved to me on the basis of satisfactory evidence to be, the individual whose name is subscribed to the foregoing instrument as the duly appointed Attorney-In-Fact for the Federal Deposit Insurance Corporation, as Receiver for Temecula Valley Bank, appeared before me this day in person and acknowledged that he/she signed and drivered the said instrument in his/her authorized capacity and that by his/her signature on the instrument the person upon behalf of which the individual acted executed this instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of May, 2011

Carolyn L Parker, Notary Public Printed or Typed Name

My appointment expires: 5/27/2013

(Official Seal)

1115739090 Page: 4 of 4

UNOFFICIAL COPY

File No.: 05000336

-(

EXHIBIT A

LOTS 23 AND 24 IN BLOCK 14 IN J.E. WHITE'S SECOND RUTHERFORD PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 22.28 CHAINS THEREOF) IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Proberty or Cook County Clerk's Office