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Doc#: 1228518052 Fee: \$72.0t Eugene "Gene" Moore RHSP Fee:\$10.0 Cook County Recorder of Deeds Date: 10/11/2012 02:00 PM Fig: 1 of 5

#### ASSIGNMENT OF CERTIFICATE OF SALE

[8552 S. Laflin (aka Chicago Apartments)]

This ASSIGNMENT OF CERTIFICATE OF SALE (this "Assignment") is made and entered into to be deemed effective for all purposes as of September 24, 2012, by FANNIE MAE, a corporation organized and existing under the laws of the United States whose address is 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254, Attn: Multifamily REQ Manager, Multifamily Loss Mitigation (the "Assignor"), and BLUE VALLEY APAR PMENTS, INC., a Florida corporation, whose address is 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409, Attn: Corporate Secretary, (hereinafter referred to as the "Assignee").

## WITNESSETH:

WHEREAS, Assignor was the successful bidder at the foreclosure sale (the "Foreclosure Sale") held on September 24, 2012 with respect to certain improved real property, located in Cook County, Illino s, more particularly described by the attached **Schedule A**, and Assignor has agreed to assign to Assignee all of Assignor's right, title and interest arising from Assignor having been the successful bidder at such Foreclosure Sale.

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment of Certificate of Sale. Assignor needly absolutely, unconditionally and irrevocably grants, conveys, assigns and transfer to Assignee to have and to hold the same unto Assignee, its successors and assigns forevor all of the rights, title and interest of Assignor arising from Assignor having been the successful bidder at the Foreclosure Sale (the "Assigned Rights"). Assignor, for itself, its successors and assigns, hereby covenants with and warrants to Assignee, its successors and assigns that Assignor is the lawful owner of the Assigned Rights and has the lawful right and authority to sell and convey the Assigned Rights to Assignee.
- 2. <u>Acceptance and Assumption by Assignee</u>. Assignee hereby accepts the assignment of the Assigned Rights. Assignee hereby assumes Assignor's obligations accruing from and after the date hereof with respect to the Assigned Rights.
- 3. <u>Further Assurances</u>. Assignor shall, upon request of Assignee, do, execute, acknowledge and deliver all such further acts, assignments, conveyances and

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assurances as may be reasonably requested for the better assigning, assuring and confirming the absolute conveyance of the Assigned Rights to Assignee.

- This Assignment constitutes an absolute, Absolute Assignment. unconditional and irrevocable conveyance of the Assigned Rights to Assignee by which Assignor completely divests itself of any and all rights, title or interest in and to the Assigned Rights (including, but not limited to, any right of redemption or other right of any nature whatsoever to reacquire the Assigned Rights or any part thereof, or to set aside this conveyance). This Assignment is not intended as, and shall not constitute, an assignment for the purposes of security, a trust conveyance, or other security agreement of any land or nature whatsoever. Assignor declares that this conveyance is freely and fairly made
- Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. If any provisions of this Assignment or the application thereof to any persons, entities or circumstances shall to any extent be invalid or unenforceable, then such provisions shall be deemed to be replaced by the valid and enforceable provision which is substantively most similar to such invalid or unenforceable provision, and the remainder of the Assignment, or the application of such provisions to persons, entities or circumstances other than those as to which it is invilid or unenforceable shall not be affected thereby. The headings to sections of this Assignment are for convenient reference only, do not in any way limit or amplify the terms of this Assignment, and shall not be used in interpreting this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. This Assignment may be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute or coriginal, but all such counterparts A CONTROL taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or electronic copy.

[signatures appear on the next page]

1228518052 Page: 3 of 5

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WITNESS our signatures and seals.

	ASSIGNOR:
	FANNIE MAE, a corporation organized and existing under the laws of the United States  By: Name: LARRY LAGRONE Its: VP, MULTIFAMILY LOSS MITIGATION
State of Texas  County of Oll as	_) ) ss: _)
Before me, a Notary Public 1, and for the jurisdiction of aforesaid, personally appeared this date,	
Witness my hand to the official seal this $\frac{18}{18}$ day of $\frac{1}{18}$ , 2012.	
[Seal]	Notary Public

Signature Page to Assignment of Certificate of Sale [8552 S. Laflin (aka Chicago Apartments)]

My commission expires 2-76-73

1228518052 Page: 4 of 5

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ASSIGNEE:

BLUE VALLEY APARTMENTS, INC., a Florida corporation

By: Under Co

State of Flourds ) ss:

County of Police Breeds )

William Stolberg Vice President

Before me, a Motary Public in and for the jurisdiction of aforesaid, personally appeared this date, <u>(1) 1 1000</u>, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed instrument, who, being by me first duly sworn, did acknowledge that he or she is the <u>(1) 1000</u> of Blue Valey Apartments, Inc., and that he or she, being duly authorized to do so, executed said instrument in the name and on behalf of said corporation as his or her free act and deed and the free act and deed of said corporation for the uses and purposes therein contained.

Witness my hand to the official seal this 1916 day of September, 2012

[Seal]

Notary Public

My commission expires Q/g/2/3

Notary Public State of Florida John Halvorson My Commission DD877325 Expires 06/19/2013

1228518052 Page: 5 of 5

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#### **SCHEDULE A**

### **LEGAL DESCRIPTION**

LOTS 22, 23 AND 24 IN BLOCK ONE (1) IN ROY AND NOURSE'S 6TH ADDITION TO SOUTH ENGLEWOOD, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) AND THE 35T 1.
JARTER 1.
ORTH, RANG.
LLINOIS

20-32-316-036-0000

8552 S. Laflin Street
'cago, IL 60620 WEST HALF (1/2 OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 38 NORTH. RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,