



Doc#: 1229315008 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/19/2012 08:57 AM Pg: 1 of 3

THIS DOCUMENT WAS PREPARED BY:
Debbie Midkiff
First Citizens Bank
23910 N. 19th Ave., Bldg 4 #68
Phoenix, AZ 85085

AFTER RECORDING RETURN TO:
First Citizens Bank
23910 N. 19th Ave., Bldg 4 #68
Phoenix, AZ 85085

**ASSIGNMENT OF MORTGAGE
(ILLINOIS)**

Date: July 27, 2011

Loan No.: 107346

For the purposes of this Assignment:

1. The "Assignor" is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR UNITED WESTERN BANK**. As of the date 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 mailing 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 27609.
3. The "Mortgage" refers to the following Mortgage:

Date of Mortgage: 05/14/2004

Mortgagor(s): Marcin Niziolek, an unmarried person

Original Mortgagee(s): Midamerica Bank, FSB

Original Amount: \$212,000.00

Recording Information: Recorded on 06/23/2004 as Document No. 0417501265, Book --- Page --- in the Office of the Recorder of Deeds of Cook County, Illinois.

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 for Legal Description and Parcel Number.

The common address of the property is: 6330 W Newport Ave, Chicago, Illinois 60634

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 note(s) 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.

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Background and Explanatory Note: Originally chartered in 1960 in New Mexico as Dona Ana Savings and Loan Association, Inc., United Western Bank has been formerly known by various names, including Dona Ana Savings and Loan Association, Dona Ana Savings and Loan Association, Inc., Dona Ana Savings and Loan Association, F.A., Dona Ana Savings Bank, Dona Ana Savings Bank FSB, and Matrix Capital Bank before changing its name in 2006 to United Western Bank.

On January 21, 2011, the Office of Thrift Supervision closed United Western Bank and appointed the Federal Deposit Insurance Corporation as receiver. Immediately thereafter, First-Citizens Bank & Trust Company, a North Carolina-chartered commercial bank, acquired some of the assets and assumed some of the liabilities of United Western 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 United Western 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.

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 a 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 United Western 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 UNITED WESTERN BANK [SEAL]

By: James E. Creekman [SEAL]

James E. Creekman, as duly appointed

Attorney-In-Fact for the Federal Deposit Insurance Corporation as Receiver for
United Western Bank

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I Lynn V. Jones, a notary public in and for said County, in the State aforesaid, do hereby certify that James E. Creekman, 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 United Western Bank, appeared before me this day in person and acknowledged that he/she signed and delivered 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.

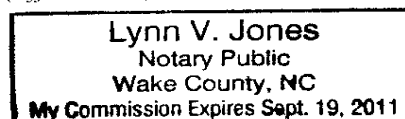
Given under my hand and notarial seal this 27th day of July 2011.

Lynn V. Jones
Signature of Notary Public

Lynn V. Jones, Notary Public

My appointment expires: 9/19/2011

(Official Seal)



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Property of Cook County Clerk's Office

THE WEST 30 FEET OF THE EAST 90 FEET OF LOT 10 (EXCEPT THE NORTH 8 FEET THEREOF
CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 10667413) IN BLOCK 6 IN OLIVER L.
WATSON'S ADDISON AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST
1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 303 FEET OF THE NORTH 157.9 FEET THEREOF)
IN COOK COUNTY, ILLINOIS.

PIN 13203080380000