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Doc#: 1315613018 Fee: \$42.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/05/2013 10:15 AM Pg: 1 of 3

M3 199904
PREPARED BY:
MIREYA FOSTER
BANKUNITED, N.A.
7815 N.W. 148th Street
Miami Lakes, FL 33016

When Recorded Return to:
T.D. Service Company- RMS #634
4000 W. Metropolitan Drive, Suite
400 Orange, CA 92868
TDSC# 3803417DTI

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made this 28th day of November, 2012, to confirm the transfer and/or assignment in accordance with the Purchase Agreement, as defined below, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **BANKUNITED, N.A.** ("Assignee"), with an address of **7815 N.W. 148th Street Miami Lakes, FL 33016**.

WHEREAS, on May 21, 2009, in accordance with the Federal Deposit Insurance Act, 12 U.S.C. § 1821 *et seq.* (the "FDIC Act"), the Office of Thrift Supervision took possession of all assets and affairs of BankUnited, FSB, and appointed the Assignor as the receiver of BankUnited, FSB.

WHEREAS, in accordance with the FDIC Act, the Assignor is empowered to liquidate the assets of BankUnited, FSB in order to wind down the affairs of BankUnited, FSB.

WHEREAS, on or about May 21, 2009, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated May 21, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of BankUnited, FSB to Assignee, including but not limited to, the following loan documentation and other rights and interests:

A. All of the loan documents, contracts, agreements, records, etc., underlying and/or related to the Borrower, **MICHAEL T MANNING, AN UNMARRIED MAN**, including but not limited to the following (collectively, the "Loan Documents"):

- December 15, 2005, \$447,000.00, Adjustable Rate Note** executed and delivered by **MICHAEL T MANNING, AN UNMARRIED MAN** to BankUnited, FSB; and

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2. **December 15, 2005** Mortgage executed and delivered by **MICHAEL T MANNING, AN UNMARRIED MAN** to BankUnited, FSB (recorded on **January 26, 2006** in Instrument No: **602602114**, in the Official Public Records of **COOK County, ILLINOIS**).

LEGAL DESCRIPTION: SEE BELOW *

B. The rights, claims and interests underlying and arising from the Loan Documents (hereinafter referred to as the "Rights"); and

C. Any and all claims, actions, causes in action, choses in action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon the Loan Documents and the Rights (collectively, the "Claims").

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Loan Documents, Rights and Claims. Assignor hereby unconditionally grants, transfers and assigns to Assignee all of Assignor's right, title and interest in the Loan Documents, Rights and Claims.

2. All Other Documents. Assignor hereby unconditionally grants, transfers and assigns to Assignee all Assignor's right, title and interest in the Loan Documents and in all other documents or agreements entered into or received by BankUnited, FSB in connection with or related to the Loan Documents, Claims and/or Rights.

3. Representations and Warranties. In accordance with the FDIC Act, Assignor has full power to sell and assign the Loan Documents, Rights and Claims to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents, Rights and Claims. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

[Remainder of Page Intentionally Left Blank]

***LEGAL DESCRIPTION:**

LOT 10 IN SOUTHWORTH'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 11 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

TAX ID: 17-05-116-055-0000 ✓

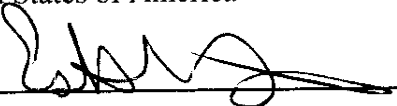
1340 North Greenview Avenue, Chicago, IL 60622

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4. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of the Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

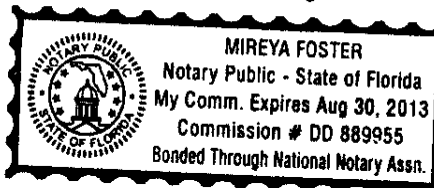
IN WITNESS THEREOF, Assignor has executed this Assignment to Assignee as of the 28th of November, 2012.

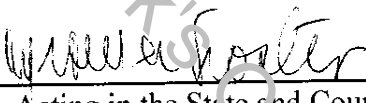
FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, organized under the laws of the United States of America

By: 
Name: **Esther Santos**
Title: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On the 30 day of November, 2012, before me, the undersigned, personally appeared **Esther Santos**, the Attorney-in-fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as the RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, on behalf of the corporation who is (check one) personally known to me or has provided me with (insert type of identification) _____ as satisfactory evidence that he/she is the person who executed this instrument.




Notary Public, Acting in the State and County
Aforesaid
(Print Name): **Mireya Foster**
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)