

Record 1st

PREPARED BY:
RECORD AND RETURN TO:
MIREYA FOSTER
BANKUNITED, N.A.
7815 N.W. 148th Street
Miami Lakes, FL 33016

RETURN TO:

Record and Return to
Pierce and Associates
1 North Dearborn St., Fl 13
Chicago, IL 60602-4321
PB # 12-24678

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") confirms 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, **JUAN ESPINOZA AND ELVIA FACUNDO A/K/A DORA E. MAYA, HUSBAND AND WIFE**, including but not limited to the following (collectively, the "Loan Documents"):

1. **December 08, 2005, \$177,100.00, Adjustable Rate Note** executed and

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delivered by **JUAN ESPINOZA AND ELVIA FACUNDO A/K/A DORA E. MAYA, HUSBAND AND WIFE** to BankUnited, FSB; and

2. **December 08, 2005** Mortgage executed and delivered by **JUAN ESPINOZA AND ELVIA FACUNDO A/K/A DORA E. MAYA, HUSBAND AND WIFE** to BankUnited, FSB (recorded on **December 19, 2005** in Instrument No: **0535341169**, in the Official Public Records of **COOK** County, **ILLINOIS**).

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 of 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.

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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 this 24th of September, 2013.

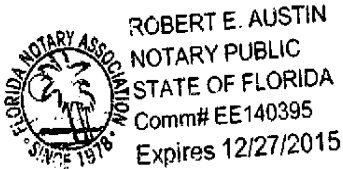
FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, organized under the laws of the United States of America

By: [Signature]
Name: Doreen Pleffner
Title: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On the 24th day of September, 2013, before me, the undersigned, personally appeared Doreen Pleffner, the Attorney-in-fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as the RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, acknowledged 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.

[Signature]
Notary Public, Acting in the State and County
Aforesaid
(Print Name): Robert E. Austin
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)



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LOT 4098 IN WOODLAND HEIGHTS UNIT 11, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, HANOVER TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1969 AS DOCUMENT NO. 20880926, IN COOK COUNTY, ILLINOIS.

P.I.N. 06-26-406-016

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