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

**Doc#:** 1416345043 **Fee:** \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/12/2014 11:35 AM Pg: 1 of 4

**RETURN TO:**  
ORION FINANCIAL GROUP, INC.  
2860 EXCHANGE BLVD. #100  
SOUTHLAKE, TX 76092

Orion Financial Group Inc.



## ASSIGNMENT

## RECORD FIRST

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:

ODNEAL, SHAWN \*14032044\*  
VENT/2013-IHR/OPDASM

A. All of the loan documents, contracts, agreements, records, etc., underlying and/or related to the Borrower, **SHAWN M ODNEAL AND NATALIE M ODNEAL, HUSBAND AND WIFE**, including but not limited to the following (collectively, the "Loan Documents"):

1. **September 25, 2006, \$284,000.00, Adjustable Rate Note**, and any modifications thereto, executed and delivered by **SHAWN M ODNEAL AND NATALIE M ODNEAL, HUSBAND AND WIFE** to BankUnited, FSB; and
2. **September 25, 2006 Mortgage**, and any modifications thereto, executed and delivered by **SHAWN M ODNEAL AND NATALIE M ODNEAL, HUSBAND AND WIFE** to BankUnited, FSB (recorded on **October 13, 2006** in Instrument No: **0628641113**, in the Official Public Records of **COOK** County, **ILLINOIS**) in the Principal Amount of \$284,000.00.

B. **Pin #: 19032110120000**  
The rights, claims and interests underlying and arising from the Loan Documents (hereinafter referred to as the "Rights"); and

S Yes  
P 1/4  
S  
M No  
SC Yes  
E Yes  
INT

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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.

*[Remainder of Page Intentionally Left Blank]*

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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 15 of April, 2014.

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

By: *William Knight II*

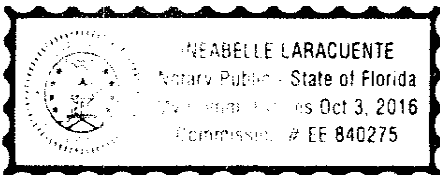
Name: **William Knight II**

Title: Attorney-in-Fact

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

On the 15 day of April, 2014, before me, the undersigned, personally appeared **William Knight II**, 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.

*Inabelle J. Aracuate*  
Notary Public, Acting in the State and County Aforesaid  
(Print Name): **Inabelle J. Aracuate**  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)



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## Exhibit "A"

The North 1/2 of Lot 33 and Lot 34 in Block 84 in Gross' Third Addition to Grossdale, being a Subdivision of that part of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 lying North of Ogden Avenue (except railroad) and the East 1/2 of the Northeast 1/4, South of Ogden Avenue in Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois

18-03-211-012-0000

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