

After recording return to:

LPP Mortgage Ltd.
c/o CLMG Corp.
7195 Dallas Parkway
Plano, Texas 75024
Attn: Allison Martin

MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

This MORTGAGE AND LOAN DOCUMENT ASSIGNMENT is dated as of June 17, 2014 (this "**Assignment**") between **Bank of America, N.A.**, a national banking association ("**Assignor**"), and **LPP Mortgage Ltd.**, a Texas limited partnership (together with its successors and assigns, "**Assignee**").

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement dated as of June 4, 2014 by and between Assignor and Assignee (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Assignor does hereby, through its duly appointed and authorized officers or representatives, sell, transfer, assign, deliver, set over and convey to Assignee the following:

1. That certain Multifamily Note dated as of 4/18/2000 executed by Michael Spencer ("**Borrower**"), in favor of ABN AMRO Mortgage Group, Inc. ("**Original Lender**") evidencing a loan (the "**Loan**") in the original principal amount of \$168,000 (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Note**");

UNOFFICIAL COPY

2. That certain Mortgage dated as of 4/18/2000, executed by Michael Spencer, as mortgagor for the benefit of ABN AMRO Mortgage Group, Inc., and recorded as Document No. 00276682 in the official records of Cook County, State of IL, covering that certain real property described on **Exhibit A** attached hereto (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Mortgage**"); and

3. All other documents and instruments evidencing, securing or otherwise related to the Loan, but excluding the Excluded Documents (together with the Note and the Mortgage and as the same have been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Loan Documents**").

TO HAVE AND TO HOLD unto Assignee, forever, the Loan Documents, together with all and singular the rights, titles, interests, privileges, liens, entitlements, claims, demands and equities as to which the Assignor hereunder possesses or to which the Assignor is otherwise entitled in connection therewith, except with respect to Assignor's continuing rights under any Environmental Indemnity Agreement.

Assignee hereby assumes all obligations of Assignor under all of the Loan Documents, including, without limitation the Note and the Mortgage, accruing from and after the date hereof.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long as any representation or warranty specifically set forth in the Purchase Agreement survives the Closing Date. The Loan Documents are being assigned by Assignor and assumed by Assignee "AS-IS". Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in the Purchase Agreement.

[The remainder of this page intentionally left blank. Signature page to follow.]

UNOFFICIAL COPY

550 16

• Exhibit "A"

Legal Description:**PARCEL 1:**

THE WEST 50.68 FEET OF LOT 1 (EXCEPT THE NORTH 99 FEET THEREOF) AND THE EAST 19.33 FEET OF LOT 2 (EXCEPT THE NORTH 99 FEET THEREOF) IN PETER ENGLAND'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED APRIL 22, 1965 AND RECORDED APRIL 27, 1965 AS DOCUMENT NUMBER 19446971 AND CERTIFICATE OF CORRECTION DATED SEPTEMBER 20, 1965 AND RECORDED SEPTEMBER 24, 1965 AS DOCUMENT NUMBER 19597241 AND AS CREATED BY DEED FROM SKY VIEW BUILDING CORPORATION, DATED MARCH 1, 1966 AND RECORDED MAY 22, 1972 AS DOCUMENT NUMBER 21910494 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 2048 W. 135th Pl., Blue Island, IL 60406
PI # 29-06-102-036-0000

Property of Cook County Clerk's Office