

After recording return to:

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

BC 794595

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 1/28/1998 executed by Edwina Beverly, et al. ("**Borrower**"), in favor of LaSalle Bank FSB ("**Original Lender**") evidencing a loan (the "**Loan**") in the original principal amount of \$100,000 (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 1/28/1998, executed by Edwina Beverly, et al., as mortgagor for the benefit of LaSalle Bank FSB, and recorded as Document No. 98080245 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

SIGNATURE PAGE TO MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

IN WITNESS WHEREOF, this Mortgage and Loan Document Assignment has been executed on the date shown below to be effective as of June 17, 2014.

ASSIGNOR:

BANK OF AMERICA, N.A.,
a national banking association, successor-by-merger to LaSalle Bank FSB

By: 
Dirk A. Geiger
Senior Vice President

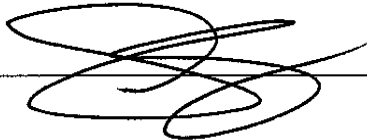
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

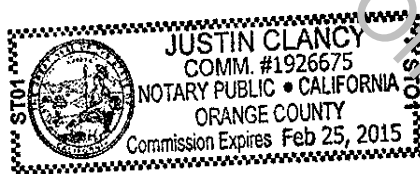
On June 16, 2014, before me, Justin Clancy
(insert name of the officer), Notary Public, personally appeared

- Dirk A. Geiger -, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in ~~his~~ authorized capacity, and that by ~~his~~ signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 [Seal]



UNOFFICIAL COPY

EXHIBIT A

Legal Description of Real Property

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98080245 Page 12 of 12

Exhibit "A"

Legal Description:

LOT 21 (EXCEPT THE NORTH 5 FEET) AND ALL OF LOT 22 IN UHLEIN'S SUBDIVISION OF BLOCK 2 IN PULLMAN PARK ADDITION TO PULLMAN IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 11331-33 S. King Dr., Chicago , IL 60628

PI # 25-22-217-014-0000

Property of Cook County Clerk's Office