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 "<u>Assignment</u>") between **Bank of America**, N.A., a national banking association ("<u>Assignor</u>"), and LPP Mortgage Ltd., a Texas limited partnership (together with its successors and assigns, "<u>Assignee</u>").

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 6/21/1993 executed by Hillia Washington, et al. ("Borrower"), in favor of LaSalle Talman Bank, F.S.B. ("Original Lender") evidencing a loan (the "Loan") in the original principal amount of \$191,800 (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

40700435.1 IR - 061714 - 578

1421055000 Page: 2 of 4

UNOFFICIAL COPY

- 2. That certain Mortgage dated as of 6/21/1993, executed by Hillia Washington, et al., as mortgagor for the benefit of LaSalle Talman Bank, F.S.B., and recorded as Document No. 93595080 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 cornection 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 renedies 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 black. Signature page to follow.]

40700435.1

1421055000 Page: 3 of 4

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-bymerger to LaSalle Talman Bank, F.S.B.

By: A Conger

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that Re/she executed the same in Ke/her authorized capacity, and that by his/her 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.

[Seal]

WITNESS my hand and official seal.

JUSTIN CLANCY
COMM. #1926675
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Commission Expires Feb 25, 2015

1421055000 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT "A"

THAT PART OF LOT 4 (EXCEPT THE NORTH 430 FEET THEREOF) LYING NORTHERLY OF THE NORTHERLY LINE OF VERMONT STREET IN SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. # 23-31-21.
12839 Page Court
Blue Island J.