After recording return to:

A COLINE MET LPP Mortgage Ltd. c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attn: Allison Martin BC: 794883

### MORTGAGE AND LOAN DOCUMEN ( 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:

That certain Multifamily Note dated as of 12/30/2002 executed by Dayalbhai 1. Patel, et al. ("Borrower"), in favor of ABN AMRO Mortgage Group, Inc. ("Original Lender") evidencing a loan (the "Loan") in the original principal amount of \$307,500 (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

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# **UNOFFICIAL COPY**

- 2. That certain Mortgage dated as of 12/30/2002, executed by Dayalbhai Patel, et al., as mortgagor for the benefit of ABN AMRO Mortgage Group, Inc., and recorded as Document No. 0030002857 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 Endemnity 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 brank. Signature page to follow.]

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1421247000 Page: 3 of 5

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# 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-ininterest to ABN AMRO Mortgage Group, Inc.

By:\_

Richard L. Carter Senior Vice President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June (c), 2014, before me,

(insert of the name

officer)

[Seal]

SS:

Public,

, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon 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.

ny band and official seal.

R. RINALLY Commission # 2061555 Notary Public - California Los Angeles County

My Comm, Expires Apr 16, 2018

1421247000 Page: 4 of 5

# **UNOFFICIAL COPY**

### **EXHIBIT A**

**Legal Description of Real Property** 

Property of Cook County Clerk's Office

1421247000 Page: 5 of 5



40716

Exhibit "A"

Legal Description:

#### PARCEL 1:

THAT PART OF LOT 1 IN RICHMOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT); THENCE DUE WEST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 304.17 FEET; THENCE DUE NORTH 43.83 FEET TO A POINT FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE DUE WEST, 54.75 FEET; THENCE DUE NORTH 49.58 FEET; THENCE DUE EAST, 54.75 FEET; THENCE DUE SOUTH 49.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGPESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 24028900 AS AMENDED BY SUPPLEMENTAL DESLARATION RECORDED AS DOCUMENT 24387777, AS AMENDED BY DOCUMENT 98720143, ALL IN COSK COUNTY, ILLINOIS.

T C/O/H'S O/FICO

Property Address: 1717 Chariot Ct., Mt. Prospect, IL 60056

PI # 08-22-401-031-0000