

After recording return to:

LPP Mortgage Ltd.
c/o CLMG Corp.
7195 Dallas Parkway
Plano, Texas 75024
Attn: Allison Martin
BC: 794885

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 10/8/1993 executed by Helen Grivas ("**Borrower**"), in favor of LaSalle Talman Bank, F.S.B. ("**Original Lender**") evidencing a loan (the "**Loan**") in the original principal amount of \$270,000 (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 10/8/1993, executed by Helen Grivas, as mortgagor for the benefit of LaSalle Talman Bank, F.S.B., and recorded as Document No. 93826008 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.]

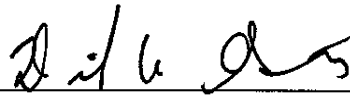
UNOFFICIAL COPY

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 Talman Bank, F.S.B.

By: 
Dirk A. Geiger
Senior Vice President

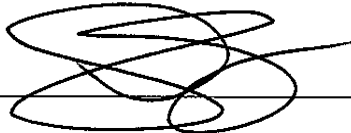
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

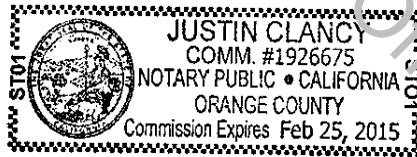
On June 16, 2014, before me, Justin Clancy
(insert name of the officer), Notary Public, personally appeared

- 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/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.

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

Property of Cook County Clerk's Office

THAT PART OF LOT 6 IN L. HODGES SUBDIVISION OF PARTS SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT WITH THE SOUTHERLY LINE OF RAND ROAD; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE 142 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARRALLEL WITH THE WESTERLY LINE OF SAID LOT 213.35 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 137.2 FEET TO SAID WESTERLY LINE; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 249.25 FEET TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID TRACT THE NORTHEASTERLY 17 FEET THEREOF) TAKEN AS A TRACT WHICH LIES EASTERLY OF A LINE DISCRIBED AS COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID TRACT 62.35 FEET EASTERLY OF THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 6 31.0 FEET EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID TRACT 1.0 FEET THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 6 38.5 FEET; THENCE NORTHERLY ALONG A STRAIGHT LINE 743.35 FEET TO A POINT ON THE SHOUTHERLY LINE OF RAND ROAD SO WIDENED WHICH IS 71.0 FEET SOUTHERLY AS MEASURED ALONG THE SOUTHERLY LINE OF SAID ROAD OF THE WESTERLY LINE OF SAID LOT 6 IN COOK COUNTY, ILLINOIS.

P.I.N.#09-16-300-109-0000

1779 Rand Road
Des Plaines, Illinois