

# UNOFFICIAL COPY



Record and Return to:

Matthew Sweeney  
PO Box 7935  
Tacoma, WA 98417-0935

Doc#: 1432522020 Fee: \$80.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/21/2014 08:54 AM Pg: 1 of 7

## ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF RENTS

**FOR VALUE RECEIVED** American Charter Bank, an Illinois banking corporation ("Assignor"), 70 N. Martingale Rd. Suite 600 Schaumburg, IL 60173 hereby assigns to Radiance Capital Receivables Eleven LLC, a Washington limited liability company, 820 "A" Street, Suite 220, Tacoma, WA 98402, all of Assignor's right, title and interest in and to that certain Mortgage and to that certain Assignment of Rents in favor of American Charter Bank dated December 2, 2005 and recorded in the Office of the County Clerk, Cook County Illinois on December 14, 2005 at Document Number 0534845051 and 05234845052 (together with any amendments, renewals, extensions or modifications thereto) the legal description of said real property being attached as Exhibit "A" hereto.

This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary market being made pursuant to the terms of that certain Purchase Agreement between Assignor and Assignee dated September 10, 2014 and is made without representation, warranty or recourse other than as set forth in said Purchase Agreement.

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be executed and delivered by its duly authorized officer effective September 10, 2014.

American Charter Bank, an Illinois banking corporation

By: Radiance Capital Receivables Eleven LLC pursuant to and as the Limited Power of Attorney for American Charter Bank per the Limited Power of Attorney attached as Exhibit "B" hereto.

By: Radiance Capital Financial LLC

By: Goodrich Development LLC,  
member

By: Matthew L. Sweeney, member

NO  
X 7  
No  
yes  
yes  
yes

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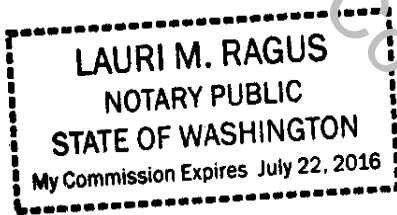
STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that Matthew L. Sweeney, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Goodrich Development Company LLC, the managing member of Radiance Capital Receivables Eleven LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 25 day of September, 2014.



*[Handwritten Signature]*

(Signature of Notary)

*Lauri M. Ragus*

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Pierce  
 My appointment expires 7-22-2016

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## Exhibit "A" Legal Description

LOT 27 IN BLOCK 2 IN HEGEWISCH SUBDIVISION OF PARTS OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13251 South Baltimore Avenue, Chicago, IL 60633-1431. The Real Property tax identification number is 26-31-217-022-0000.

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**Exhibit "B"**

**Limited Power of Attorney**



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## LIMITED POWER OF ATTORNEY

Reference is made to that certain Loan Sale Agreement dated as of September 10, 2014 (the "Loan Sale Agreement") by and between **AMERICAN CHARTERED BANK**, an Illinois banking corporation, having a notice address of 20 N. Martingale Rd., Suite 600, Schaumburg, IL 60173 ("Seller") and **RADIANCE CAPITAL RECEIVABLES ELEVEN LLC**, a Washington limited liability company, having a notice address of 820 A St., Suite 220, Tacoma WA 98402, Attn. Jan Sayre ("Buyer"). Each capitalized term used herein but not defined herein shall have the meaning assigned thereto in the Loan Sale Agreement.

In accordance with the Loan Sale Agreement, Seller hereby makes, constitutes, appoints and confers upon Buyer, its successors and assigns, Seller's irrevocable, limited power of attorney to indorse Seller's name and collect any checks or other forms of payment received from Obligors, under the related Evidence of Indebtedness sold by Seller to Buyer under the Loan Sale Agreement, which such related Evidence of Indebtedness is set forth on Schedule "I" attached hereto and made a part hereof, and to endorse and sign any documents necessary to assign, transfer, extend, release or otherwise carry out the intent of the Loan Sale Agreement with respect to Loan Notes, mortgages, deeds of trust, security instruments, judgments, assignments of insurance policies or other instruments related to an Evidence of Indebtedness; *provided, however*, any such endorsement (i) shall be permitted only to the extent necessary to carry out the intent of the Loan Sale Agreement and (ii) shall state clearly that such endorsement is "WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED".

This Limited Power of Attorney shall expire ninety (90) days from the date of execution hereof.

BUYER'S INDORSEMENT IN SELLER'S NAME OF ANY CHECK OR OTHER FORM OF PAYMENT RECEIVED SHALL CONSTITUTE BUYER'S AGREEMENT THAT BUYER SHALL PAY ALL COSTS INCURRED IN INDORSING ANY CHECK OR OTHER FORM OF PAYMENTS IN ACCORDANCE WITH THIS LIMITED POWER OF ATTORNEY AND SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY LIENS, CLAIMS, INJURIES, DAMAGES, LOSSES AND LIABILITIES ARISING OUT OF BUYER'S INDORSEMENT OF SELLER'S NAME OF ANY CHECK OR OTHER FORM OF PAYMENT OR ANY ACTION RELATED THERETO, INCLUDING, WITHOUT LIMITATION, ANY INDORSER LIABILITY OR OTHER CAUSE OF ACTION AGAINST AN INDORSER RELATED TO ARTICLE 3 OR 4 OF THE UNIFORM COMMERCIAL CODE.

IN WITNESS WHEREOF, Seller has caused its name to be subscribed hereto by its duly authorized officer and this Limited Power of Attorney is effective as of September 19, 2014.

**AMERICAN CHARTERED BANK,**  
an Illinois banking corporation

By:  \_\_\_\_\_

Name: Bryn Perna

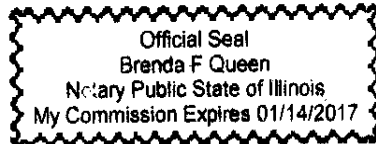
Title: Senior Vice President

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STATE OF ILLINOIS                   §  
  §  
COUNTY OF DuPage               §

I CERTIFY that on the 17 day of September 2014, Bryn Perna personally came before me and acknowledged under oath, to my satisfaction, that: (a) he/she signed the attached document as Senior Vice President of American Chartered Bank; and (b) this document was signed and made by Bryn Perna as his/her voluntary act and deed.

Brenda F Queen  
NOTARY PUBLIC  
My Commission Expires: 1-14-17



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## SCHEDULE "I" TO LIMITED POWER OF ATTORNEY

Asset Number	Borrower Name	Unpaid Principal Balance as of September 2, 2014 (Cut-off Date)
11192901	RODRIGUEZ FRUITS	\$96,861.95

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