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1512455128

Doc#: 1512455128 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1,00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/04/2015 03:01 PM Pg: 1 of 4

### RECEIVER'S ASSIGNMENT OF LOAN(S)

Assignment Without Recourse, Covenant, Representation, or Warranty)

STATE OF ILLEVOIS §

COUNTY OF COOK

The FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for GreenChoice Bank, fsb, Cicero, Illinois (herein referred to as "Assignor"), whose address is 1910 Pacific Avenue, Dallas, Texas 75201, the said Depository Institution having been placed in receivership on July 25, 2014, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Assignor by Providence Bank, LLC, now known as Providence Bank & Trust, (herein referred to as "Assignee"), whose address is 630 E. 162<sup>nd</sup> Street, P.O. Box 706, South Holland, Illinois 60473, the receipt and sufficiency of which are hereby acknowledged, does by this Receiver's Assignment (herein referred to as "Assignment") hereby ASSIGN, TRANSFER, CONVEY, SELL and DELIVER to Assignee, without recourse, covenant, representation, or warranty of any kind or nature, express or implied, all of Assignor's right, title and interest, if any, in and to (1) the indebtedness described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinalter collectively referred to as the "Indebtedness"), including any and all notes, instruments or writing sevidencing or constituting such Indebtedness and (2) all liens, encumbrances, security interests, collateral or other interests securing same, and any guaranties and other interests to which Assignor is erutled by virtue of any ownership of the Indebtedness, whether or not noted on Exhibit "A" (herein concetively referred to as "Security"), but (a) only to the extent that such secures the Indebtedness of the payment thereof, and not to the exclusion of the rights of Assignor or third parties to such Security to the extent that it secures indebtedness not assigned hereby and (b) exclusive of any foreclosed property (all of the foregoing being the "Loan"). If the Loan is participated or is a participation interest, Assignee assumes the duties and obligations of Assignor with regard to any participation agreement.

**PROVIDED, HOWEVER,** all of the foregoing is <u>without recourse, covenant, representation, or warranty</u> of any kind or nature, express or implied, including, without limitation, any concerning the amount of the Indebtedness and the priority, title, collectability, value, enforceability or validity of any of the foregoing.

This Assignment is executed pursuant to that certain Purchase and Assumption Agreement between Assignor and Assignee dated as of July 25, 2014.

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**IN WITNESS WHEREOF,** this Receiver's Assignment is executed this 8<sup>TH</sup> day of April, 2015, but to be effective for all purposes, however, as of July 25, 2014.

#### **ASSIGNOR:**

Federal Deposit Insurance Corporation, as Receiver for GreenChoice Bank, fsb, Cicero, Illinois

Name (print): Josephine P. Anders

Title:

Attorney in Fact

**ASSIGNEE:** 

Providence Bank, LLC now known as Providence Bank & Trust

Name (print): Tenav Mazumdar

Vic Executive Vice President Title:

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#### ACKNOWLEDGMENTS

STATE OF INDIANA

§ §

**COUNTY OF LAKE** 

This instrument was acknowledged before me on the 8<sup>TH</sup> day of April, 2015, by Josephine P. Anders, Attorney in Fact for the Federal Deposit Insurance Corporation, as Receiver for Green Choice Bank, fsb, Cicero, Illinois, on behalf of said entity in the capacity stated.

STATE OF INDIANA

COUNTY OF LAKE

"OFFICIAL SEAL" JEAN M. KUCSERA Public, State of Indiana Lake County

My Commission Expires 10/28/15

This instrument was acknowledged before me on the 8<sup>TH</sup> day of April, 2015, by Tenay Mazumdar, Executive Vice President of Providence Bank, LLC, now known as Providence Bank & Trust, on behalf of said entity in the capacity stated.

Notary Public, State of

Prepared by: Josephine P. Anders Providence Bank & Trust 630 E. 162<sup>nd</sup> Street P.O. Box 706 South Holland, IL 60473

000000 <u>/</u>00/ 000000000 "OFFICIAL SEAL" JEAN M. KUCSERA Notary Public, State of Indiana Lake County

After Recording Return to: Providence Bank & Trust 630 E. 162<sup>nd</sup> Street P.O. Box 706 South Holland, IL 60473 Attention: Loan Servicing Cicero Branch

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#### EXHIBIT "A"

Balloon Note (Fixed Rate) dated July 25, 2008 from Hector M. Figueroa

Change In Terms Agreement dated August 1, 2013 from Hector M. Figueroa

Commercial Promissory Note Renewal dated November 1, 2013 from Hector M. Figueroa

Mortgage dated July 25, 2008 from Hector M. Figueroa recorded October 24, 2008 in the records of the Cook County Recorder of Deeds as document number 0829857181 (together with any amendments renewals, extensions, or modifications thereto) on the following real property:

LOTS 9 AND 10 IN BLOCK 2 IN WALLECK'S SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE £AST 1/4 THEREOF) OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 1/3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-20-101-001-0000 AND 16-20-101-002-0000

6321-25 ROOSEVELT ROAD, BER'V'N, ILLINOIS 60402

Assignment of Leases and Rents dated November 1, 2013 from Hector M. Figueroa, recorded January 2, 2014 in the records of the Cook County Recorder of Deeds as document number 1400255069, respectively (together with any amendments, renewals, extensions, or modifications thereto) on the real property described above.

Commercial Security Agreement dated November 1, 2013 from Hector M. Figueroa

Uniform Commercial Code Filing from Hector M. Figueroa recorded December 26, 2013 in the records of the Cook County Recorder of Deeds as document number 1336040001 (together with any amendments, renewals, extensions, or modifications thereto) on the real properties described above.