UNOFFICIAL COPY



Doc#: 1515449162 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/03/2015 10:00 AM Pg: 1 of 4

RECEIVER'S ASSIGNMENT OF LOAN(S)

(Assignment Without Recourse, Covenant, Representation, or Warranty)

STATE OF ILLINOIS §
COUNTY OF COOK §

The FEDERAL PEPOSIT 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. 162nd Street, P.O. Box 706, South Holland, Illipois 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 (hereinafter collectively referred to as the "Indebtedness"), including any and all notes, instruments or writings evidencing or constituting such Indebtedness and (2) all liens, encumbrances, security interests, collaterar or other interests securing same, and any guaranties and other interests to which Assignor is entitled by virtue of any ownership of the Indebtedness, whether or not noted on Exhibit "A" (herein co'lect vely referred to as "Security"), but (a) only to the extent that such secures the Indebtedness or 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 (2) 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</u>, <u>covenant</u>, <u>representation</u>, <u>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.

81638205-10

UNOFFICIAL COP

IN WITNESS WHEREOF, this Receiver's Assignment is executed this 21st day of April, 2015, 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

auchine Paula

ASSIGNEE:

Providence Bank, LLC now known as Providence Bank & Trust

Name (print): Tenay Mazumdar

Title:

Vice , Executive Vice President

1515449162 Page: 3 of 4

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF INDIANA

§

COUNTY OF LAKE

8

This instrument was acknowledged before me on the 21st 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.

Notary Public, State of HOIANA

STATE OF INDIANA

COUNTY OF LAKE

"OFFICIAL SEAL"

JEAN M. KUCSERA

Notary Public, State of Indiana
Lake County

My Commission Expires 10/28/15

This instrument was acknowledged before me on the 21st 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, Sizte of INDIANA

Prepared by: Josephine P. Anders Providence Bank & Trust 630 E. 162nd Street P.O. Box 706 South Holland, IL 60473 "OFFICIAL SEAL"

JEAN M. "COSERA

Notary Public. State of Indiana
Lake County

My Commission Expires 19/05/15

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

81638205-10

1515449162 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT "A"

Balloon Note (Fixed Rate) dated May 30, 2007 from Jorge De La Torre, M.D.

Commercial Promissory Note dated June 1, 2012 from Jorge De La Torre

Mortgage dated May 30, 2007 from Jorge De La Torre, M.D., a married man recorded June 7, 2007 in the records of the Cook County Recorder of Deeds as document number 0715857128 (together with any amendments, renewals, extensions, or modifications thereto) on the following real property:

LOT 1 IN THE SUBDIVISION OF LOTS 19 AND 24 INCLUSIVE IN BLOCK 5 IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-20-108-001-0000

1301 S. ASHLAND AVE CHICAGO, ILLINOIS 60608

Assignment of Leases and Rents dated June 1, 2012 from Jorge De La Torre October 1, 2012 in the records of the Cook County Recorder of Deeds as document number 1227516005, respectively (together with any amendments, renewals, extensions, or modifications thereto) on the real property described above.

Commercial Security Agreement dated June 1, 2012 from Jorge De La Torre

Uniform Commercial Code Filing from Jorge De La Torre recorced October 1, 2012 in the records of the Cook County Recorder of Deeds as document number 122 515006 (together with any amendments, renewals, extensions, or modifications thereto) on the real properties described above.

Uniform Commercial Code Filing from Jorge De La Torre filed September 21, 2012 with the Secretary of State of Illinois as File number 17631888 on the real property described above.