

# UNOFFICIAL COPY

Doc#: 1530156015 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/28/2015 09:33 AM Pg: 1 of 4

**THIS INSTRUMENT WAS PREPARED BY:**

**MIREYA FOSTER**  
BANKUNITED, N.A. F/K/A BANKUNITED  
7815 N.W. 148th Street  
Miami Lakes, FL 33016

**When Recorded Return To:**  
Richmond Monroe Group, Inc.  
P.O. Box 458  
Kimberling City, MO 65686  
Ref#: 000315000000570 / 001230514A

TAX ID: 25-02-412-040-0000

1230514A

## ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") confirms the transfer and/or assignment in accordance with the Purchase Agreement, as defined below, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **BANKUNITED, N.A. F/K/A BANKUNITED** ("Assignee"), with an address of **7815 N.W. 148th Street Miami Lakes, FL 33016**.

WHEREAS, on May 21, 2009, in accordance with the Federal Deposit Insurance Act, 12 U.S.C. § 1821 *et seq.* (the "FDIC Act"), the Office of Thrift Supervision took possession of all assets and affairs of BankUnited, FSB, and appointed the Assignor as the receiver of BankUnited, FSB.

WHEREAS, in accordance with the FDIC Act, the Assignor is empowered to liquidate the assets of BankUnited, FSB in order to wind down the affairs of BankUnited, FSB.

WHEREAS, on or about May 21, 2009, in accordance with that certain Purchase and Assumption Agreement (Whole Bank, All Deposits) dated May 21, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of BankUnited, FSB to Assignee, including but not limited to, the following loan documentation and other rights and interests:

A. All of the loan documents, contracts, agreements, records, etc., underlying and/or related to the Borrower, **EUGENE S JACKSON A SINGLE MAN**, including but not limited to the following (collectively, the "Loan Documents"):

*see "Exhibit A" for legal description*

1. **August 19, 2005, \$101,650.00, Adjustable Rate Note** executed and delivered by **EUGENE S JACKSON A SINGLE MAN** to BankUnited, FSB; and
2. **August 19, 2005 Mortgage** executed and delivered by **EUGENE S JACKSON A SINGLE MAN** to BankUnited, FSB (recorded on **September 22, 2005** in Instrument No: **0526516090**, in the Official Public Records of **COOK County, ILLINOIS**) in the Principal Amount of \$101,650.00.

*Property Address: 1560 East 93rd Street, Chicago, IL 60619*

B. The rights, claims and interests underlying and arising from the Loan Documents (hereinafter referred to as the "Rights"); and



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C. Any and all claims, actions, causes of action, choses in action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon the Loan Documents and the Rights (collectively, the "Claims").

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Loan Documents, Rights and Claims. Assignor hereby unconditionally grants, transfers and assigns to Assignee all of Assignor's right, title and interest in the Loan Documents, Rights and Claims.

2. All Other Documents. Assignor hereby unconditionally grants, transfers and assigns to Assignee all Assignor's right, title and interest in the Loan Documents and in all other documents or agreements entered into or received by BankUnited, FSB in connection with or related to the Loan Documents, Claims and/or Rights.

3. Representations and Warranties. In accordance with the FDIC Act, Assignor has full power to sell and assign the Loan Documents, Rights and Claims to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents, Rights and Claims. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

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## EXHIBIT "A" LEGAL DESCRIPTION

LOT 23 (EXCEPT THE EAST ½ THEREOF) AND LOT 24 IN BLOCK 7 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD AND NORTH OF CHICAGO AND WESTERN INDIANA RAILROAD, IN COOK COUNTY, ILLINOIS.

FIN # 25-02-412-040-0000

Property of Cook County Clerk's Office