## **UNOFFICIAL COPY**

Doc#. 1530157062 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/28/2015 09:35 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#: 0003150000000501 / 001230443A

TAX IDS: 25-04-107-007-0000

25-04-107-008-0000

1236443A

### **ASSIGNMENT**

THIS ASSICIMENT (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, FS's.

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, CHARLEY COLLIER, A MARRIED MAN, including but not limited to the following (collectively, the "Loan Documents"):

  \*\*Sec\*\* Exhibit A\*\* for legal description
  - 1. August 10, 2006, \$150,400.00, Adjustable Rate Note executed and delivered by CHARLEY COLLIER, A MARRIED MAN to BankUnited, FSB; and
  - August 10, 2006 Mortgage executed and delivered by CHARLEY COLLIER, A MARRIED MAN to BankUnited, FSB (recorded on October 19, 2006 in Instrument No: 0629220030, in the Official Public Records of COOK County, ILLINOIS) in the Principal Amount of \$150,400.00.

Property Address: 8719 South Eggleston Avenue, Chicago, IL 60620 The rights, claims and interests underlying and arising from the Loan Documents

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. <u>Assignment of Loan Documents, Rights and Claims</u>. 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. <u>All Other Documents</u>. Assignor hereby unconditionally grants, transfers and assigns to Assignee all Assignor's right, the 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. <u>Represertations and Warranties.</u> In accordance with the FDIC Act, Assignor has full power to sell and assign the Loan Documents, Plights 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.

[Kemoinder of Page Intentionally Left Blank]





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4. <u>Successors and Assigns</u> . This Assignment shall inure to the benefit of the successors and assigns of the Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.  IN WITNESS THEREOF, Assignor has executed this Assignment to Assignee as of this	
POA: Cook IL. Recorded 08/04/2015 as Instrument # 1521650149	FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, organized under the laws of the United States of America  By: William Knight, Ti  Name: Attorney-in-Fact
William Knight, II , the Attorney-in-fact of t	5, before me, the undersigned, personally appeared the FEDERAL DEPOSIT INSURANCE CORPORATION, in
the corporation who is (check one) personally kn	nown to me of has provided me with (insert type of factory evidence that he/she is the person who executed this

(Print Name):

My Commission Ex My Commission No

Expires 1/25/2018





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#### **EXHIBIT 'A'**

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 12 IN ROBERT C. GIVEN'S RESUBDIVISION OF LOTS 1 TO 10 INCLUSIVE IN BLOCK 1 IN SOUTH ENGLEWOOD IN THE NORTHTWEST ¼ OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO: LOT 11 OF LOTS 1 TO 10 INCLUSIVE IN BLOCK 1 IN SOUTH ENGLEWOOD THAT PART EAST OF HALSTEAD STREET, A SUBDIVISION OF THE NORTHWEST % OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.