

UNOFFICIAL COPY

Doc#: 1732557070 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/21/2017 12:38 PM Pg: 1 of 5

PREPARED BY AND RECORD AND RETURN TO:

Poyner Spruill LLP
PO Box 1801
Raleigh, North Carolina 27690-6270
Attention: E. Bardin Simmons, Jr.
PS0101964024

ILLINOIS ASSIGNMENT OF MORTGAGE

Dated as of November 8, 2017, but effective as of May 5, 2017.

For the purposes of this Assignment:

1. The "Assignor" is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF GUARANTY BANK**. As of the effective date of this Assignment, the Assignor is the secured creditor under the Mortgage and the Related Security Instruments identified below and the owner and holder of the promissory note(s) and/or other obligations secured thereby. The mailing address of the Assignor is 1601 Bryan Street, Dallas, TX 75201.
2. The "Assignee" is **GUARANTY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY**. The mailing address of the Assignee is Mail Code FCC22, 4300 Six Forks Road, Raleigh, NC 27609.

3. The "Mortgage" refers to the following Mortgage:

Date of Mortgage: August 8, 2003

Mortgagor(s): Thomas Haimann

Original Mortgagee/Lender: Shelter Mortgage Company, LLC

Recording Information: Recorded on October 16, 2003 in the Office of the Recorder of Deeds for Cook County, Illinois, and as Instrument No. 0328929024.

Property Description: See Exhibit A

Parcel Identification Number(s): 07 16 414 012

Property Address: 580 Milan Lane, Hoffman Estates, IL 60194

4. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Mortgage, including, but not limited to, security agreements, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, agreements relating to hazardous substances, and indemnity agreements.

UNOFFICIAL COPY

As used herein, the terms “Mortgage” and “Related Security Instruments” include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitution for, or to correct the Mortgage or any of the Related Security Instruments.

Background and Explanatory Note: Originally chartered in 1923 in Wisconsin as Guaranty Savings and Loan Association, Guaranty Bank has been formerly known by various names, including Guaranty Bank for Savings, Savings Association, Guaranty Bank for Savings, S.S.B., and Guaranty Bank, S.S.B. before changing its name in 2002 to Guaranty Bank.

On May 5, 2017, Guaranty Bank was closed by the Office of the Comptroller of the Currency, which appointed the Federal Deposit Insurance Corporation as receiver. Promptly thereafter, First-Citizens Bank & Trust Company, a North Carolina chartered commercial bank, acquired most of the assets and assumed most of the liabilities of Guaranty Bank pursuant to a “Purchase and Assumption Agreement” between First-Citizens Bank & Trust Company, the Federal Deposit Insurance Corporation in its corporate capacity, and the Federal Deposit Insurance Corporation in its capacity as Receiver of Guaranty Bank. The assets purchased by First-Citizens Bank & Trust Company include the Mortgage and the Related Security Instruments identified in this Assignment, together with the promissory note(s) and/or other obligations secured thereby.

For value received, Assignor hereby grants, sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, both legal and equitable, in, to and under (i) the Mortgage, together with the real property described therein and all rights accrued or to accrue thereunder; (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the Mortgage and the Related Security Instruments. Assignor further authorizes and empowers Assignee, its successors and assigns, to exercise all rights, powers and privileges conferred upon Assignor by the Mortgage and the Related Security Instruments, including, but not limited to, the rights and privileges of a secured party and the right of foreclosure and sale, in as full and ample a manner as Assignor is authorized and empowered to exercise the same.


This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver of Guaranty Bank has caused this Assignment to be signed in its name by its duly authorized Attorney-In-Fact, all as of the effective date of this Assignment.

**FEDERAL DEPOSIT INSURANCE CORPORATION AS
RECEIVER OF GUARANTY BANK, Milwaukee, Wisconsin
[SEAL]**

By:  [SEAL]
Name: Karen Kunzmann
Title: Attorney-In-Fact

STATE OF North Carolina
COUNTY OF Wake

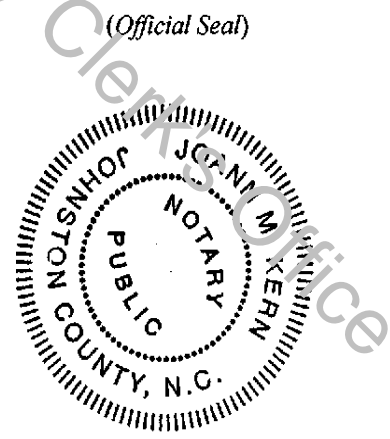
I JoAnn M Kern, a notary public in and for said County, in the State aforesaid, do hereby certify that Karen Kunzmann, personally known to me, or proved to me on the basis of satisfactory evidence to be, the individual whose name is subscribed to the foregoing instrument as the Attorney-In-Fact for the Federal Deposit Insurance Corporation as Receiver of Guaranty Bank, a division of First-Citizens Bank & Trust Company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her authorized capacity and that by his/her signature on the instrument the person upon behalf of which the individual acted executed this instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of November, 2017.


Signature of Notary Public

JoAnn M Kern, Notary Public
Printed or Typed Name

My appointment expires: November 6, 2020



UNOFFICIAL COPY

Exhibit A

[See Attached]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LOT 12 IN BLOCK 101 IN HOFFMAN ESTATES VII A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT FILED 09/05/1958, AS DOCUMENT NO. 1816080, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office