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Doc#: 2120307266 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/22/2021 10:34 AM Pg: 1 of 4

This Instrument was Prepared By:
Mireya Foster
BankUnited, N.A..
7815 N.W. 148th Street
Miami Lakes, FL 33016

Record and Return To:

Kevin Villegas
Residential RealEstate Review,
3217 S. Decker Lake Drive
Salt Lake City, UT 84119

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT (his "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, Florida 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, **NICHOLAS J. AHRENS, MARRIED TO GLORIA E. AHRENS AND HEATHER L. AHRENS, A SINGLE WOMAN** including but not limited to the following (collectively, the "Loan Documents"):

1. **August 4, 2005, \$742,500.00, Adjustable Rate Note**, and any modifications thereto, executed and delivered by **NICHOLAS J. AHRENS, MARRIED TO GLORIA E. AHRENS AND HEATHER L. AHRENS, A SINGLE WOMAN** to **BANKUNITED, FSB.**; and
2. **August 4, 2005 Mortgage** executed and delivered by **NICHOLAS J. AHRENS, MARRIED TO GLORIA E. AHRENS AND HEATHER L. AHRENS, A SINGLE WOMAN** to **BANKUNITED, FSB.** (recorded on **August 17, 2005** in Instrument No: **0522941110**, in the Official Public Records of **COOK County, ILLINOIS**) in the Principal Amount of **\$742,500.00**.

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



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the "Rights"); and

C. Any and all claims, actions, causes of action, choses of 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, FSP 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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4. Successors and Assigns. 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.

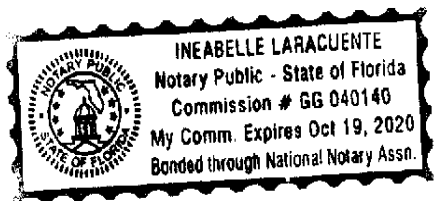
IN WITNESS THEREOF, Assignor has executed this Assignment to Assignee as of this 18 day of January, 2019.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, organized under the laws of the United States of America

By: Sree G
Name: **Sree Gogia**
Title: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On the 18 day of January, 2019, before me, Incabelle Laracuente a Notary Public, personally appeared, Sree Gogia as the Attorney-in-Fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as the RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA, acknowledged on behalf of the corporation who is (check one) personally known to me or has provided me with (insert type of identification) _____ as satisfactory evidence that he/she is the person who executed this instrument.



Incabelle Laracuente
Notary Public, acting in the State and County Aforesaid
(Print Name): (See Notary Seal)
My Commission Expires: (See Notary Seal)



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EXHIBIT A

LEGAL DESCRIPTION

UNIT 70 (1439-B) IN PRAIRIE PLACE CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREE, 01 MINUTE, 19 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF SAID LOT 1 FOR A DISTANCE OF 56.00 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 41 SECONDS EAST, 102.21 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 41 SECONDS WEST, 102.21 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREE, 01 MINUTE, 19 SECONDS EAST ALONG SAID EAST LINE 68.00 FEET THEREON TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREE, 01 MINUTE, 19 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 175.0 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES, 58 MINUTES, 41 SECONDS WEST ALONG SAID NORTH LINE 75.0 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 00 DEGREE, 01 MINUTE, 19 SECONDS WEST ALONG THE WEST LINE OF LOT 2 AFORESAID 175.0 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES, 58 MINUTES, 41 SECONDS EAST ALONG SAID NORTH LINE 75.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARCH 3, 1995 AS DOCUMENT 95150205, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 29, 1996 AS DOCUMENT 96318235, AS AMENDED BY THE CORRECTION TO DECLARATION RECORDED MAY 21, 1996 AS DOCUMENT 96385673 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT PARCEL AS CREATED AND SET OUT IN THE GRANT OF EASEMENT RECORDED DECEMBER 29, 1994 AS DOCUMENT 04080035 AND AS CREATED BY DEED RECORDED JANUARY 30, 1998 AS DOCUMENT 98083842.

Property P.I.N.: 17-22-110-035-1063

Commonly known as: 1439 S. Prairie, Unit B, Chicago, Illinois

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