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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHELLE R. FAJMAN  
RECORDER

Return to:  
First Citizens Bank  
23910 N. 19<sup>th</sup> Ave., Bldg 4 Suite 68  
Phoenix, AZ 85085

**ASSIGNMENT OF MORTGAGE  
(INDIANA)**

**Date: August 26, 2011**

**Loan No.: 107315**

For the purposes of this Assignment:

1. The "Assignor" is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR UNITED WESTERN BANK**. As of the 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 40 Pacifica, Irvine, CA 92618.

2. The "Assignee" is **FIRST-CITIZENS BANK & TRUST COMPANY**. The mailing address of the Assignee is Mail Code FCC22, PO Box 27131, Raleigh, NC 27611-7131.

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

Date of Mortgage: 04/22/2004

Mortgagor(s): Frank Piro and Sherri Piro, husband and wife

Original Mortgagee/Lender: Midamerica Bank, FSB

Original Amount: \$325000.00

Recording Information: Recorded on 5/5/04 re-recorded 8/6/09 in the Office of the Recorder of Lake County, Indiana, as Instrument No.2004 036844 re-recorded 2009 054386 (or in Mortgage Record --- at Page --- ).

Property Address: 14550 169th Avenue, Lowell, Indiana 46356

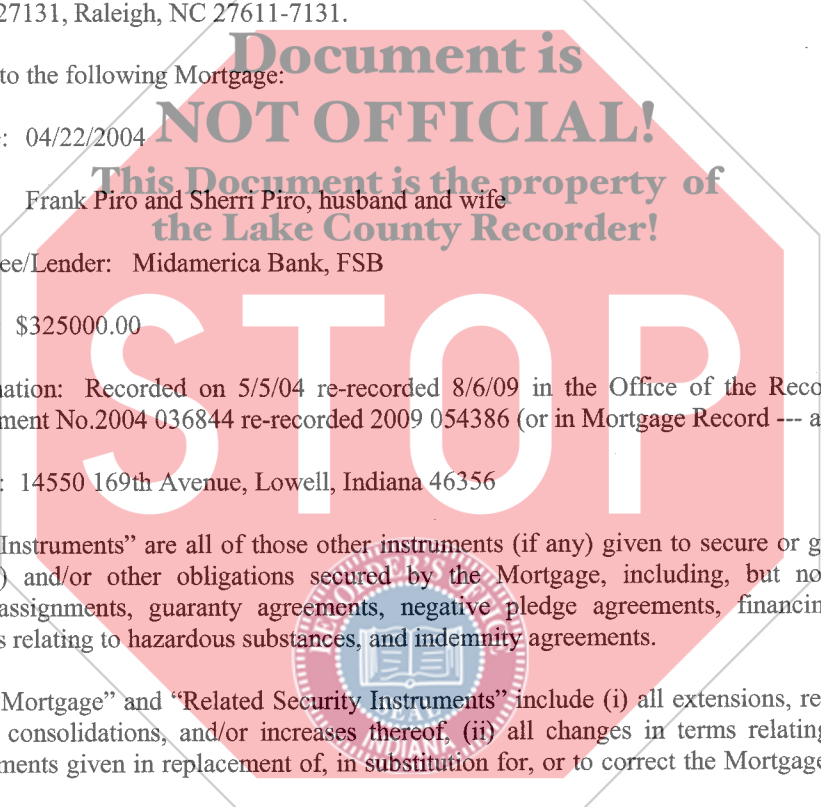
4. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Mortgage, including, but not limited to, security agreements, pledges, assignments, guaranty agreements, negative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

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 1960 in New Mexico as Dona Ana Savings and Loan Association, Inc., United Western Bank has been formerly known by various names, including Dona Ana Savings and Loan Association, Dona Ana Savings and Loan Association, Inc., Dona Ana Savings and Loan Association, F.A., Dona Ana Savings Bank, Dona Ana Savings Bank FSB, and Matrix Capital Bank before changing its name in 2006 to United Western Bank.

On January 21, 2011, the Office of Thrift Supervision closed United Western Bank and appointed the Federal Deposit Insurance Corporation as receiver. Immediately thereafter, First-Citizens Bank & Trust Company, a North Carolina-chartered commercial bank, acquired some of the assets and assumed some of the liabilities of United Western 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 for United Western 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



AMOUNT \$ 16  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 2536359  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
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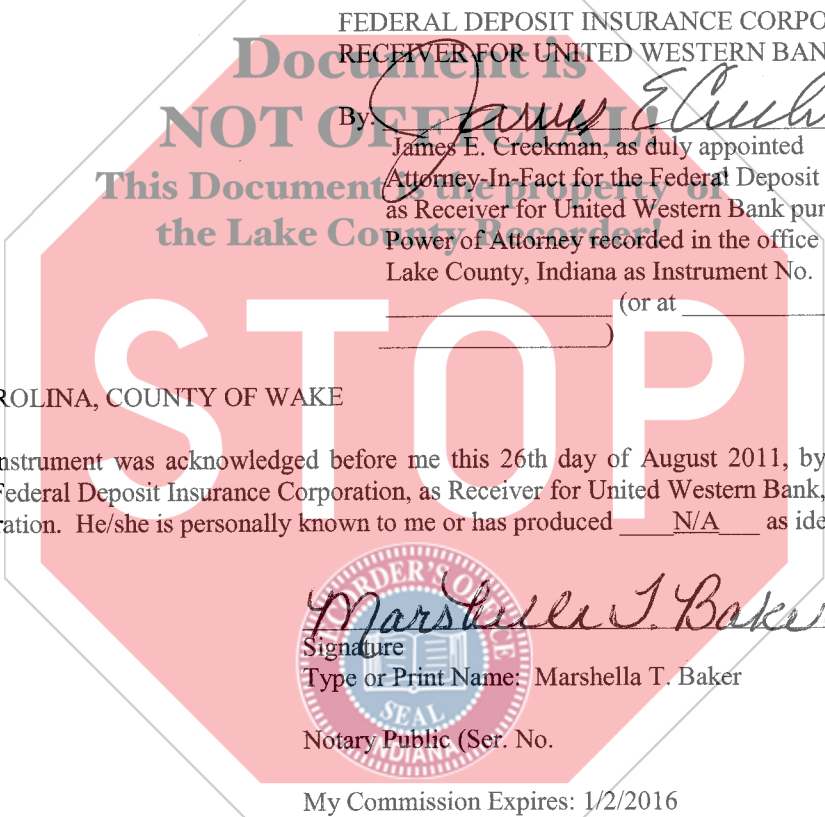
described therein and all rights accrued or to accrue thereunder; (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

**This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Deposit Insurance Corporation in its corporate capacity or as Receiver.**

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.

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.

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver for United Western Bank has caused this Assignment to be signed in its name by its duly authorized attorney-in-fact, all as of the date of this Assignment.



FEDERAL DEPOSIT INSURANCE CORPORATION AS  
RECEIVER FOR UNITED WESTERN BANK

By: James E. Creekman  
James E. Creekman, as duly appointed  
Attorney-In-Fact for the Federal Deposit Insurance Corporation  
as Receiver for United Western Bank pursuant to the Limited  
Power of Attorney recorded in the office of the Recorder of  
Lake County, Indiana as Instrument No. \_\_\_\_\_  
(or at \_\_\_\_\_, Page \_\_\_\_\_)

STATE OF NORTH CAROLINA, COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 26th day of August 2011, by James E. Creekman as Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver for United Western Bank, on behalf of the Federal Deposit Insurance Corporation. He/she is personally known to me or has produced N/A as identification.

Marshella T. Baker  
Signature  
Type or Print Name: Marshella T. Baker  
Notary Public (Ser. No. \_\_\_\_\_)

My Commission Expires: 1/2/2016

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Debbie Midkiff.

This instrument prepared by: Debbie Midkiff, First Citizens Bank, 23910 N. 19<sup>th</sup> Ave., Bldg 4, #68, Phoenix, AZ 85085

07/07/2004 07:00 FAX SERVER

**ALTA Commitment  
Schedule C**

**File No.:** 747309

**Legal Description:**

**Parcel 1:**

Part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the Southeast Quarter of the Northeast Quarter being 1,006.00 feet East of the Southwest corner of said Southeast Quarter; thence North 866.0 feet; thence West 1,066.00 feet to the West line of said Southeast Quarter; thence North along last said line 453.50 feet to the Northwest corner of said Southeast Quarter; thence East along North line of said Southeast Quarter of the Northeast Quarter and continuing East along the North line of said Southwest Quarter of the Northwest Quarter, 1,723.00 feet, more or less, to the center line of West Creek Ditch; thence Southwesterly along said center line, 1,423.00 feet, more or less, to the first said South line of the Southeast Quarter; thence West along said South line 197.2 feet to the point of beginning, EXCEPTING THEREFROM that part conveyed to the Board of Commissioners of the County of Lake by Warranty Deed dated June 3, 1997 and recorded November 5, 1997, as document no. 97075720.

**Parcel 2:**

Part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 13, 754.5 feet East of the Southwest corner of said Quarter Quarter Section; thence North, parallel to the West line of said Quarter Quarter Section, 866.00 feet; thence East, parallel to the South line of Quarter Quarter Section, 251.5 feet; thence South parallel to said West line, 866.0 feet to the said South line; thence West, along said South line, 251.5 feet to the point of beginning.

Excepting therefrom the following described tract:

A part of the Southeast Quarter of the Northeast Quarter Section 13, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana and being all that part of the land described in Instrument No. 076445, lying within the proposed right of way lines depicted on Route Survey Plat for Lake County Bridge Number 73, recorded February 4, 1997, in Book 4 Page 63, in the Office of the Recorder of Lake County, described as follows:

Commencing at the Southwest corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds East, 754.50 feet along the South line of said Quarter Quarter Section to the East line of the West 754.5 feet of said Quarter Quarter Section; thence North 0 degrees 00 minutes 00 seconds East, 25.00 feet along said East line to the North boundary of 169th Avenue and the point of beginning of this description; thence North 0 degrees 00 minutes 00 seconds East, 14.69 feet along said East line; thence North 87 degrees 21 minutes 33 seconds East, 251.77 feet to the East line of the West 1,006.0 feet of said Quarter-Quarter Section; thence South 0 degrees 00 minutes 00 seconds West, 26.29 feet along said East line to the North boundary of said 169th Avenue; thence South 90 degrees 00 minutes 00 seconds West 251.50 feet, along said North boundary to the point of beginning.

