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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 056491

2019 AUG 21 AM 9:35

MICHAEL B. BROWN
RECORDER

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

TITLE OF DOCUMENT: ASSIGNMENT OF MORTGAGE

*When Recorded Return to:
Carrington Mortgage Services
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683*

CMS01 5000015101~002



Assignee: BankUnited, N.A. F/K/A BankUnited
Address: 7815 N.W. 148th Street, Miami Lakes, FL 33016

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

\$2500
#1145502
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This Instrument was Prepared By:

Mireya Foster
BankUnited, N.A.
7815 N.W. 148th Street
Miami Lakes, FL 33016

Record and Return To:

Carrington Mortgage Services, LLC

1600 S. Douglass Road, #200-A

Anaheim, CA 92806

Attention: Lien Release

ASSIGNMENT OF MORTGAGE

NOT OFFICIAL!
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, the "Assignor" (with 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, **DAVID A HEDGES, A MARRIED MAN** including but not limited to the following (collectively, the "Loan Documents"):

1. **April 17, 2007, \$50,400.00, Adjustable Rate Note, executed and delivered by DAVID A HEDGES, A MARRIED MAN to BANKUNITED, FSB;** and
2. **April 17, 2007 Mortgage executed and delivered by DAVID A HEDGES, A MARRIED MAN to BANKUNITED, FSB; (recorded on April 20, 2007 in Instrument No: 2007 030006, in the Official Public Records of LAKE County, INDIANA) in the Principal Amount of \$50,400.00.**

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



