



Return by mail \_\_\_\_\_

Pick-up \_\_\_\_\_

Guidance Residential, LLC  
5203 Leesburg Pike Suite 705  
Falls Church, Va 22041

Property Tax Id: 09-10-401-102-1117

**ASSIGNMENT OF AGREEMENTS  
and  
AMENDMENT OF SECURITY INSTRUMENT**

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Box 260

For value received, **2002-0000137, LLC** ("Co-Owner") assigns to **Guidance Residential, LLC** ("Co-Owner's Assignees"), whose address is **5203 Leesburg Pike, Suite 705, Falls Church, VA 22041**, Co-Owner's rights, title and interest in the Obligation to Pay and the Security Instrument, together with its rights, duties and obligations as specified in the Indicia of Ownership as included in the Co-Ownership Agreement, which are:

- (i) the right of re-entry for purposes of inspection of the Property, upon proper and reasonable notice to Consumer;
- (ii) the ability to cure any defects regarding the Property, subject to the giving of reasonable notice to Consumer (however, this right shall not impose an obligation on Co-Owner to cure such defects);
- (iii) the right to notice regarding any further placement of encumbrances on the Property (but nothing in this clause shall preclude the Consumer from encumbering the Property if such encumbrance is permitted under Applicable Law);
- (iv) the right to approve of any significant improvements to the Property (but such right shall not obligate Co-Owner to make or pay for such improvements);
- (v) the right to approve of any lease by Consumer of his or her right to occupy the Property, which approval will not be unreasonably withheld (but nothing in this clause shall preclude the Consumer from leasing the Property if such letting is permitted under Applicable Law; however, in the event Consumer leases the Property, Consumer will remain obligated for Monthly Payments under the Co-Ownership Agreement);
- (vi) the ability to exercise rights and remedies under the Co-Ownership Agreement if Consumer Defaults under the Co-Ownership Agreement, the Obligation to Pay or the Security Instrument.

Pursuant to this Assignment, Co-Owner transfers its interest as a mortgagee under the Security Instrument to Co-Owner's Assignee, and Co-Owner does hereby mortgage, grant and convey to Co-Owner's Assignee the Co-Owner's fee simple title in the Property, as described in Exhibit A, attached hereto.

**See Attached Exhibit A**

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Initials 

AGTF, INC.

McEwen & Co

It is the intent of the Parties that this grant by the Co-Owner shall act as an amendment (and not constitute a separate security instrument or agreement) to that certain Security Instrument recorded immediately prior to the recordation of this Assignment (which Security Instrument is recorded in the county of of the State of COOK as Document No. \_\_\_\_\_) entered into between Co-Owner and Consumer on 12/4/2002 , in order to provide further security in this Transaction to Co-Owner's Assignee, as mortgagee under the Security Instrument as amended by this Assignment Agreement and that Co-Owner's Assignee would not fund the Transaction between Consumer and Co-Owner without such grant by Co-Owner. It is the intent of the Parties that an uncured Default gives rise to the ability by the Co-Owner's Assignee to exercise any and all of its remedies (including foreclosure remedies) against all interests of both Consumer and Co-Owner in the Property. In the event that Consumer Defaults under the Co-Ownership Agreement, the Obligation to Pay or the Security Instrument, Co-Owner's Assignee shall provide to the Co-Owner, within the same time frame, a duplicate original of the Default Notice that is given to the consumer.

In the event of Consumer's insolvency, including a filing for protection under the U.S. Bankruptcy Code, Co-Owner agrees to cooperate as fully as allowed under Applicable Law in assisting Co-Owner's Assignee in maintaining or realizing on its security interest in the Property.

TO HAVE AND TO HOLD the same unto Co-Owner's Assignee, its successors and assigns, forever, IN WITNESS WHEREOF, Co-Owner has executed these presents on 12/4/2002 .

(Co-Owner)

By: Judith K Partlow  
2002-0000137, LLC - Judith K Partlow Manager

State of VIRGINIA

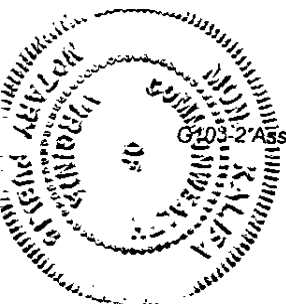
County of FAIRFAX ss.

I, Muna Kalifa a notary public, in and for the above mentioned State aforesaid, do hereby certify that Judith K Partlow , whose name, as Manager of 2002-0000137, LLC signed to the writing above, bearing date 12/4/2002 , has acknowledged the same before me.

Given my hand and official seal this 4th day of December, 2002

Muna Kalifa  
Notary Public (Seal)

My commission expires; My Commission Expires April 30, 2006



UNOFFICIAL COPY

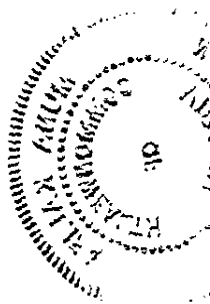
Property of Cook County Clerk's Office

admission

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BY SIGNING BELOW, Consumer accepts and agrees to the terms and covenants contained in this amendment to the Security Instrument and in any Rider executed by Consumer and recorded with it.

Witnesses: \_\_\_\_\_ SYEDA SOOFIA *Syeda Soofia*

Witnesses: \_\_\_\_\_ SYED GHANI *Syed Ghani*

State of IL  
County of Cook ss.

I, *The undersigned*  
a Notary Public in and for the State of Illinois do hereby certify that  
**SYEDA SOOFIA, SYED GHANI**  
personally known to me as the person(s) who executed the foregoing instrument bearing date of  
**12/4/2002**, personally appeared before me in said county and acknowledged said instrument to be  
his/her/their/act and deed, and that he/she/ they executed said instrument for the purposes therein  
contained.

Witness my hand and official seal *9<sup>th</sup>* day of *Dec.* *2002*

*Richard Dalitto*  
Notary Public (Seal)



My commission expires; \_\_\_\_\_

LEGAL DESCRIPTION

PARCEL I:

UNIT 30 9012 IN CONCORD LAKE CONDOMINIUM AS DELINEATED IN A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS AND PARTS OF CERTAIN LOTS IN CONCORD LAKE SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED MARCH 22, 1994 AS DOCUMENT NUMBER 94-258,024, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 94-478,290, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD, IN COOK COUNTY, ILLINOIS.

PARCEL II:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF AFORESAID PARCEL I FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES, AS CERTIFIED BY AGREEMENT DATED MAY 29, 1979 AND RECORDED SEPTEMBER 6, 1979 AS DOCUMENT 25,132,690, MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 20, 1978 AND KNOWN AS TRUST NUMBER 53789 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 20, 1978 AND KNOWN AS TRUST NUMBER 53790, AN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1978 AND KNOWN AS TRUST NUMBER 100430 OVER, ACROSS AND UPON THE AREAS DESIGNATED THEREIN, IN COOK COUNTY, ILLINOIS.

*B*

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