# **UNOFFICIAL COPY**

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5695/0073 10 001 Page 1 of 4 2003-03-10 10:03:45

Cook County Recorder

30.50

Return To:
Residential, LC
SUIDANCE Residential, LC
STUB Lesburg Pike
Suite 705
Falls Church, VA 72041

0030327224

Property Tax Id: 10-15-128-058



and

#### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2002-000081, 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 this Co-Ownership Agreement); (vi) the ability to exercise rights and remedies under this 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 equitable title in the Property, as described in Exhibit A, attached hereto.

#### See Attached Exhibit A

FIRST AMERICAN TITLE 322642

G107-1 Assignment Agreement-IL Replacement Rev. 9/02

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Initials

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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 COOK of the State of ILLINOIS as Document No. \_\_\_\_\_\_\_\_) entered into between Co-Owner and Consumer on 2/12/2003 , 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 it gives to the to 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 2/12/2003

By: Junif Tarthow
2002-000081, LLC Judith K Partlow Manager

STATE OF VIRGINIA COUNTY OF FAIRFAX

I, LUCA D. MOTO a notary public, in and for the above mentioned State aforesaid, do hereby certify that Judith K Partlow, whose name, as manager of 2007-000081, LLC signed to the writing above, bearing date 2/12/2003, has acknowledged the same before me

Given my hand and official seal this 2 day of <u>Febuary</u>, 2003.

Notary Public (Seal)

My commission expires: My Commission Expires December 31, 2006

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# 30327224

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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.

	Xu	ea	
Witnesses:	JUNAID NO	ORMOHAMED	· .
Witnesses:	SAIRA NOO	RMOHAMED	
State of Illinois Cou			
I, a Notary Public in JUNAH NOORMOHA		ate of Illinois do he	ereby certify that
personally known to me as the person(s) who expersonally appeared before me in said county all and deed, and that he/she they executed said ins	nd acknowledged	said instrument to b	e his/her/their/act
Witness my hand and official seal	C day of	Februs	
Clarola			
	Seal)		Ö
My commission expires;	FORM COMMISSION E	MARTINEZ STATE OF MLIFOLS KORKES 12:23-06	
G107-3 Assignment Agreement-IL Replacement Rev. 9/02		Ini	tials
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## **UNOFFICIAL COPY**

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Lot 73 (except the West 15 feet thereof) in Krenn and Dato's Church Street Addition to Dempster Street "L" Terminal being a subdivision of that part lying Southeasterly of center line of Gross Point Road, of the East 5.12 chains of the West 11.09 chains of the East 1/2 of the Northwest 1/4 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index #'s: 10-15-128-058 vol. 112

Property Address: 9202 North Kilbourn Avenue, Skokie, Illinois 60076

