



0310841253

Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 04/18/2003 03:54 PM Pg: 1 of 6

Return To:

Property Tax Id: 15-04-103-020

**ASSIGNMENT AGREEMENT
and
AMENDMENT OF SECURITY INSTRUMENT**

6 pages

For value received, **2003-0000290, 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
Order # 372599

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

Initials

hw
SSA

Prepared by: *JUDITH K AARLOW*

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Send TAX and
BILLS
Mail to: 1813 North 30th Ave.
Stone Park, IL 60165

UNOFFICIAL COPY

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. 0310841252) entered into between Co-Owner and Consumer on **3/19/2003**, 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 **3/19/2003**.

(Co-Owner)

By: Judith K Partlow
2003-0000290, LLC Judith K Partlow Manager

STATE OF VIRGINIA
COUNTY OF FAIRFAX

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 2003-0000290, LLC signed to the writing above, bearing date 3/19/2003, has acknowledged the same before me.

Given my hand and official seal this 19th day of March, 2003

Muna Kalifa
Notary Public (Seal)

My Commission Expires April 30, 2006

My commission expires;

UNOFFICIAL COPY

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:

Meer Hussain Ali
MEER HUSSAIN ALI

Witnesses:

Shabia Salema Ali
SHAFIA SALEMA ALI

State of Illinois
County of *Cook*

I, _____ a Notary Public in and for the State of Illinois do hereby certify that
MEER HUSSAIN ALI, SHAFIA SALEMA ALI

personally known to me as the person(s) who executed the foregoing instrument bearing date **3/19/2003** 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

19

day of *March* 2003

X _____

Notary Public

(Seal)



My commission expires;

Initials *SSA*

UNOFFICIAL COPY

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 20 IN BLOCK 4 IN H. O. STONE AND COMPANY'S WORLDS FAIR ADDITION, A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 15-04-103-020 Vol. 155

Property Address: 1813 North 38th Avenue, Stone Park, Illinois 60165

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, on, September 21, 1997, MEER HUSSAIN ALI AND AHAFIA SALEMA ALI executed a certain trust deed to THE CHICAGO TRUST COMPANY as trustee to secure the payment of a certain note in the principal sum of \$46,426.79 to the order of bearer, or

WHEREAS, said trust deed and installment note have been duly identified by THE CHICAGO TRUST COMPANY, and the trust deed recorded in COOK county on October 15, 1997, as Document 97766425 and

WHEREAS, the said installment note and trust deed were delivered to TCF Bank and since such time the note has been lost or misplaced so that they cannot be produced at the present time; and

WHEREAS, the said TCF Bank was and is the one entitled to the said installment note and to the proceeds payable thereon, and

WHEREAS it is represented to the CHICAGO TRUST COMPANY that said installment note has never been endorsed by undersigned and has never been sold, pledged or otherwise dealt with so as to transfer any interest in the installment note or any part thereof to any person, firm or corporation,

WHEREAS, THE CHICAGO TRUST COMPANY has been requested by the undersigned to issue its release deed releasing the lien of said trust deed upon the real estate therein described without having had exhibited to it said installment note which it is entitled to inspect before issuing its said release deed;

NOW, therefore, in consideration of the issuance by the CHICAGO TRUST COMPANY of the aforesaid release deed without the production of said installment note, the undersigned hereby agrees to forever and fully protect, indemnify and save harmless said THE CHICAGO TRUST COMPANY, individually, and as trustee, as aforesaid, from any and all loss, cost, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur by reason or in consequence of or growing out of the following::

The release of the lien of said trust deed and the issuance by it of said release deed covering all or any part or parts of said real estate..

The undersigned further agrees that if the lost or misplaced note is recovered it will present the installment note to THE CHICAGO TRUST COMPANY for cancellation and the CHICAGO TRUST COMPANY will upon the request of the undersigned cancel this agreement.

IN WITNESS WHEREOF, the undersigned **having the power and authority to bind said corporation** has caused these presents to be executed its name and behalf by Bradley C. Barthels

Its Vice President, its corporation seal affixed and attested by its Payoff Lead

all this 24 th of March, A.D. 03

NH 92-72-0145243

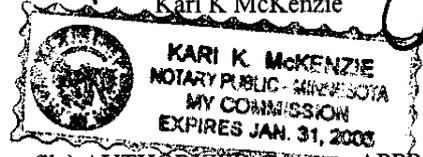
First American Title
Order # 372599

TCF National Bank

BY 
Bradley C. Barthels

ATTEST 
Kari K McKenzie

(Seal) Prepared by: Bradley C. Barthels
Mail to AND Send TAX
BILLS TO:
1813 N. 38th Ave
Stone Park, IL 60165



Fee (see file) AUTHORIZED APPROVED

UNOFFICIAL COPY

Contract # : 00001-0000001236

Attachment A

LOT 20 IN BLOCK 4 IN H.O. STONE AND COMPANY'S WORLDS FAIR ADDITION,
A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin: 15-04-103-020

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