

# UNOFFICIAL COPY

Prepared by: Judith K. Partlow  
Guidance Residential, LLC  
11109 Sunset Hills Rd., Suite 200  
Reston, VA 20190



Doc#: 0621243014 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/31/2008 07:01 AM Pg: 1 of 4

Return To:

Property Tax ID: 11-31-316-030-0000

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## ASSIGNMENT AGREEMENT and AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000293, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 11109 Sunset Hills Rd., Suite 200, Reston, VA 20190, Co-Owner's rights, title and interest in the Obligation to Pay and the Security Instrument, together with all rights, duties and obligations of the Co-Owner in the Property as specified in those documents and under the Co-Ownership Agreement, including, but not limited to, the Indicia of Ownership set forth below:

(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); and (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,

provided that the Co-Owner shall retain legal title and the indemnity rights as to third party claims concerning liability arising from or related to: (i) Consumer's use or occupancy of the Property; or, (ii) occurrences on, related to or arising from the Property.

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

Contract #: 00001-0000008749

Date Printed:

G103-1 Assignment of Agreements-IL Acq. Rev. 9/02

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Initials *RHM* by *KS*  
Page 1 of 4

*Box 334*  
*his attorney in fact*

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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. \_\_\_\_\_) and entered into between Co-Owner and Consumer on **06/29/2006**, 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 the exercise of a power of sale) 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.

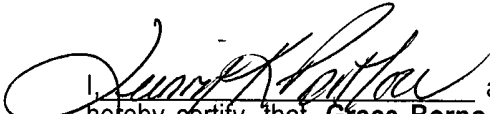
In the event of Consumer's insolvency, including a filing for protection under the U.S. Bankruptcy Code, Co-Owner agrees to cooperate as fully as allowed under Applicable Law in assisting Co-Owner's Assignee in maintaining or realizing on its security interest in the Property.

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 **06/29/2006**.

(Co-Owner)

By:   
2004-0000293, LLC Grace Borno Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

I,  a notary public, in and for the above mentioned State aforesaid, do hereby certify that **Grace Borno**, whose name, as manager of **2004-0000293, LLC** signed to the writing above, bearing date **06/29/2006**, has acknowledged the same before me.

  
Notary Public (Seal)

My commission expires; 04-30-2007

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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: Rana Hamid Mahmood by Youssef Sabry his attorney  
RANA HAMID MAHMOOD in fact

\_\_\_\_\_  
Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Illinois  
County of Cook

I, Ashley Barnett a Notary Public in and for the State of Illinois do hereby certify that  
**RANA HAMID MAHMOOD**  
personally known to me as the person(s) who executed the foregoing instrument bearing date of  
**06/29/2006**, 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 27 day of June, 2006

Ashley Barnett  
\_\_\_\_\_  
Notary Public (Seal)

My commission expires; 5/9/10



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## EXHIBIT "A"

**UNIT NUMBER 2144-5W IN THE 2140-50 DEVON COMMONS  
CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING  
DESCRIBED REAL ESTATE:**

**LOTS 11, 12, 13, 14, 15 AND 16 IN BLOCK 4 IN DEVON WESTERN IN  
ADDITION TO ROGERS PARK SUBDIVISION OF LOTS 1 TO 24, INCLUSIVE,  
IN FABER'S SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST  
¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION  
OF CONDOMINIUM RECORDED AS DOCUMENT 0617110067 TOGETHER  
WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON  
ELEMENTS AS DEFINED AND SET FORTH IN SAID SURVEY AND  
DECLARATION.**

**GRANTOR ALSO HERBY GRANTS TO THE GRANTEE, ITS SUCCESSORS  
AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE  
ABOVE DESCRIBED REAL ESTATE. THE RIGHTS AND EASEMENTS FOR  
THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF  
THE CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF,  
ITS SUCCESSORS AND ASSIGNS, THE RIGHTS SET FORTH IN SAID  
DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY  
DESCRIBED THEREIN.**

**THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID  
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID  
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.**

**COMMONLY KNOWN AS: 2144 W. DEVON #5W, CHICAGO, IL 60665**

**P.I.N: 11-31-316-030-0000; 11-31-316-031-0000;  
11-31-316-032-0000; 11-31-316-033-0000;  
11-31-316-034-0000; 11-31-316-035-0000**