

# UNOFFICIAL COPY

Prepared by: Debra Witt  
Guidance Residential, LLC  
11109 Sunset Hills Rd., Suite 200  
Reston, VA 20190



Doc#: 0909812152 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/08/2009 01:41 PM Pg: 1 of 4

Return To:  
Guidance Residential, LLC  
11109 Sunset Hills Rd., Suite 200  
Reston, VA 20190

Property Tax Id: 21-31-216-024-0000

## ASSIGNMENT AGREEMENT and AMENDMENT OF SECURITY INSTRUMENT

For value received, **2004-0000419, 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 as specified in those documents, and including the Indicia of Ownership relating to the Property, as 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,

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 rights in the Property, as described in Exhibit A, attached hereto.

**See Attached Exhibit A**

BOX 15

C. J. Fr  
4

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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 **03/27/2009**, 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 **03/27/2009**.

(Co-Owner)

By: *Judith Partlow*  
2004-0000419, LLC  
Judith Partlow, Executive Vice President of  
Guidance Holding Corporation, Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

I, *Debra A. Frenzel* a notary public, in and for the above mentioned State aforesaid, do hereby certify that **Judith Partlow**, whose name, as **Executive Vice President** of Guidance Holding Corporation, a Manager of **2004-0000419, LLC**, signed to the writing above, bearing date **03/27/2009**, has acknowledged the same before me.


*Debra A Frenzel*  
Notary Public (Seal)

DEBRA A. FRENZEL  
NOTARY ID # 7099236  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES NOVEMBER 30, 2011

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

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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:   
**WILMAN CHIRINOS** Consumer

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

\_\_\_\_\_ Consumer Consumer

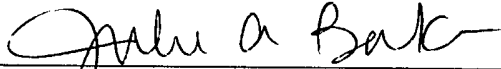
\_\_\_\_\_ Consumer Consumer

State of Illinois  
County of Cook

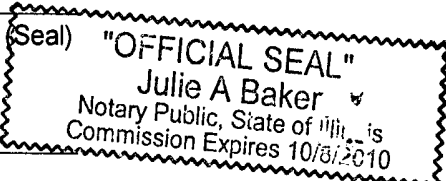
I, Julie A Baker a Notary Public in and for the State of Illinois do hereby certify that **WILMAN CHIRINOS**

personally known to me as the person(s) who executed the foregoing instrument bearing date **03/27/2009** 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<sup>th</sup> day of March, 2009

  
Notary Public

My commission expires; 10-8-10



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## Attachment A

LOT 3 IN BLOCK 4 IN ALFRED COWLES ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office