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

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



Doc#: 1012635030 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 05/06/2010 10:29 AM Pg: 1 of 4

Property Tax Jd: 09-13-113-010-0000 VOL. 0087

ASSIGNMENT AGREEMENT and

AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000156, 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 for his low:

(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 colligation on Co-Owner to cure such defects); (iii) the right to notice regarding any further placement of once mbrances 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 if; and (vi) the ability to exercise rights and remedies under the Co-Ownership Agreement if Consumer Osfaults 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

4015

Contract #: 1-0000018781 G107 Assignment Agreement (IL) - Replacement 2007/01 © 2010 Guidance Residential, LLC



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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 04/20/2010, 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 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 suplicate original of the Default Notice that it gives to the to Consumer.

In the event of Cor, sumer'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 inco executed these presents on 04/20/2010 .

(Co-Owner)

By:

2004-0000156, LLC

Nivin Joudeh, Executive Vice President of **Guidance Holding Corporation, Manager**

STATE OF VIRGINIA **COUNTY OF FAIRFAX**

OHNA CIONA a notary public, in and for the above mentioned State aforesaid, do hereby certify that Nivin Joudeh, whose name, as Executive Vice President of Guidance Holding Corporation, a Manager of 2004-0000156, LLC; signed to the writing above, bearing Jate 04/20/2010, has acknowledged the same before me.

Notary Public

(Seal)

GRACE CALO NOTARY PUBLIC COMMONWEALTH OF VIRGINIA NOTARY REGISTRATION NUMBER: 342819 MY COMMISSION EXPIRES NOVEMBER 30, 2012

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. Ahmed Ali Khan, Najuussia Khan
AHMED ALI KHAN, BY NAJMUZZIA Consumer
KHAN, ATTORNEY-IN-FACT As attangy infact Witnesses: Witnesses: Consumer Consumer Consumer Consumer State of Illinois County of Motary Public in and for the State of Illinois do hereby certify that AHMED ALI KHAN, BY NAJMUZZIA KHAN, ATTORNEY-IN-FACT, NAJMUZZIA KHAN personally known to me as the person(s) who executed the foregoing instrumer. bearing date 04/20/2010 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 a ntained. Witness my hand and official seal Hus 20 day of April , Zero (Seal) **Notary Public** OFFICIAL SEAL THOMAS J. DRAKE NOTARY PUBLIC - STATE OF ILLINOIS

My commission expires;

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Attachment A

LOT 237 GLEN GROVE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORHT WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THERE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office