- FIRST AMERICAN TITLE UNOFFICIAL COP

Prepared by: Martina Huff Guidance Residential, LLC 11107 Sunset Hills Rd., Suite 200 Reston, VA 20190

Return To: Guidance Residential, LLC 11107 Sunset Hills Rd., Suite 200

Reston, VA 20190

Property Tax Id: 72-34-212-012 VOL NO 62

Doc#: 1127842029 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 10/05/2011 08:45 AM Pg: 1 of 4

ASSIGNMENT AGREEMENT and

AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000369, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 1110 Sanset 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

SPSCN

1127842029 Page: 2 of 4

UNOFFICIAL COPY

Attachment A

PARCEL 1: LOT 64 IN RUFFLED FEATHERS, BEING A SUBDIVISION OF PART OF SECTION 27, AND PART OF THE NORTH 1/2 OF SECTION 34, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEME, NDRAS

ODERATION OF COOK COUNTY CLERK'S OFFICE PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOTS F AND R AS CREATED BY THE PLAT OF SUBDIVISION.

1127842029 Page: 3 of 4

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) and entered into between Co-Owner and Consumer on 09/21/2011, 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 suplicate original of the Default Notice that it gives to the to Consumer.
undername, a Communication to the Deliant Nesson and it gives to the 12 communication
' O.
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 reclizing 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 09/21/2011.
0/
(Co-Owner)
\mathcal{S}_{\perp}
By:
2004-0000369, LLC
Suha Elsayed, of
Guidance Holding Corporation, Manager
STATE OF VIRGINIA
STATE OF VIRGINIA COUNTY OF FAIRFAX
STATE OF VIRGINIA COUNTY OF FAIRFAX Martina S. Huff
STATE OF VIRGINIA COUNTY OF FAIRFAX Martina S. Huff a notary public, in and for the above mentioned State aforesaid, do a notary public, in and for the above mentioned State aforesaid, do a notary public, in and for the above mentioned State aforesaid, do Manager of
2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same
STATE OF VIRGINIA COUNTY OF FAIRFAX Martina S. Huff a notary public, in and for the above mentioned State aforesaid, do hereby certify that Suha Elsayed, whose name, as of Guidance Holding Corporation, a Manager of 2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me.
2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same
2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me.
2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC
2004-000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC REG. # 368109 COMMONWEALTH OF VIRGINIA
2004-0000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC
2004-000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC REG. # 368109 COMMONWEALTH OF VIRGINIA
2004-000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC REG. # 368109 COMMONWEALTH OF VIRGINIA
2004-000369, LLC, signed to the writing above, bearing date 09/21/2011, has acknowledged the same before me. MARTINA S. HUFF NOTARY PUBLIC REG. # 368109 COMMONWEALTH OF VIRGINIA

1127842029 Page: 4 of 4

UNOFFICIAL COPY

BY SIGNING BELOW, Cons amendment to the Security In	·		// .	, <i>p</i>
		Sari-	// an	
Vitnesses:		MAZEN RACHID		Consumer
			a 1	
90-		9Abab	Muli	
Witnesses:		RABAB MUHDI		Consumer
7	Ox			
	C			
	Consumar			Consumer
	4	C		
	Consumer	4px		Consumer
		9		
State of Illinois	1. /		C/O/A	
County of (Only	<u> </u>			
ISHELY OS GOKO RACHID, RABAB MUHDI	a Notary Public in an	nd for the State of Illi	inois do hereb / ce	ertify that MAZEN
				: det 00/24/2011
personally known to me as to personally appeared before and deed, and that he/she to	he person(s) who ex me in said county a ney executed said ins	ecuted the foregoing and acknowledged strument for the purp	g instrument bear said instrument to poses therein con	be his/nru/tueir/act tained.
	2(Sak	2011	
Witness my hand and officia	alseal 🖊 da	ay of H	0011	
Notary Public	hu	(Seal)		
- 1	c 1 11/2	1		
My commission expires;	6 14 201	<u></u>		
	' (

Contract #: 1-0000021672

G107 Assignment Agreement (IL) - Replacement 2007/01

© 2011 Guidance Residential, LLC