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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

Doc#: 1217235085 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/20/2012 02:59 PM Pg: 1 of 4

Property Tax In: 30-30-125-173-0000 VOL 127

FIRST AMERICAN TITLE MEDER # 2286434

**ASSIGNMENT AGREEMENT** 

#### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000285, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 11107 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 Proper'y 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 subject on the Consumer to cure such defects); (iii) the right to notice regarding any further placement of excumbrances 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, unich approval will not be unreasonably withheld (but nothing in this clause shall preclude the Consumer of orm leasing the Property if such letting is permitted under Applicable Law; however, in the event Consumer leases 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 Agreemant); and (vi) the ability to exercise rights and remedies under the Co-Ownership Agreement if Consumer Dafaults 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 cotive; to Co-Owner's Assignee the Co-Owner's rights in the Property, as described in Exhibit A, attached hereto.

See Attached Exhibit A

Contract #: 1-0000023394 G107 Assignment Agreement (IL) - Replacement 2007/01 © 2012 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 05/21/2012, 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 of realizing on its security interest in the Property.
TO HAVE AND TO HOLD the same into Co-Owner's Assignee, its successors and assigns, forever, IN WITNESS WHEREOF, Co-Owner has executed these presents on 05/21/2012.
(Co-Owner)
By:  2004-0000285, LLC Suha Elsayed, of Guidance Holding Corporation, Manager  STATE OF VIRGINIA COUNTY OF FAIRFAX  Martina S. Huff  In a notary public, in and for the above mentioned State aforesaid, do
STATE OF VIRGINIA COUNTY OF FAIRFAX
Martina S. Huff  I, 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 2004-0000285, LLC, signed to the writing above, bearing date 05/21/2012, has acknowledged the same before me.
MARTINA S. HUFF NOTARY PUBLIC REG. # 368109 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES APRIL 30, 2014
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: Consumer Witnesses: Consumer Consumer Consumer July Clevi Consumer Consumer State of Illinois COOL Anthony Ornanco a Notary Public in and for the State of Illinois do hereby cartify that MUJEEB SYED, SOFIA SYEDA personally known to me as the person(s) who executed the foregoing instrument bearing data 03/21/2012 personally appeared before me in said county and acknowledged said instrument to be his/nor/their/act and deed, and that he/she they executed said instrument for the purposes therein contained. day of MAY 2012 Witness my hand and official seal Public (Seal) Notag My commission expires; Contract #: 1-0000023394

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## **UNOFFICIAL COPY**

### **Attachment A**

#### PARCEL 1:

The North 74 feet of Lot 11, (EXCEPT the East 195.68 feet, and EXCEPT the West 15 feet thereof); a Subdivision in the Northwest Quarter of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

#### PARCEL 2

An undivided 1/16th interest in the West 15 feet of said Lot 11, in Lawrencewood Gardens, a Subdivision in the Northwest Quarter of Section 30, Township 41 North, Range 13 East of the Third Principal Medician, in Cook County, Illinois.

#### PARCEL 3:

Easements as set forth in the Declaration of Covenants and Restrictions for Lawrencewood Gardens, Townhouse Project, dated October 13, 1963, and recorded October 30, 1963, as document number 18957498, na 1-by Forest View Homes, incorporated, a Corporation of Illinois, and plat of Subdivision, recorded July 31, 1961, as document Number 18232529, and as created by the Deed, from LaSaile National Jani, a National Banking Association, as Trustee under Trust Agreement dated, January 3, 1965, and known as Trust number 31347, to William Henner and Bernice Henner, his wife, dated August 1, 1967, and recorded October 26, 1967, as document number 20303014; ("A"): for the benefit of parcol 1, aforesaid, for Ingress and Egress over, across and along: the East 30 feet, (As measured aircg the North Line), of Lots 1 to 11, both inclusive, in Lawrencewood Gardens Subdivision; also, the West 15 feet, (as measured along the North Line of the East 81 feet of Lots 1 to 11, both inclusive, (except the North 5 feet and the South 30 feet of Lot 111), in Lawrencewood Gardens Subdivision; Also, the North 5 feet, (as measured along the East Line of the North 79 feet of the West 166.78 feet, (except the West 15 feet thereof), of Lot 11, (Except that part thereof, falling in Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; Also, the North 5 feet, (as measured along the East Iline), (Except the West 15.16 feet, and the East 30 feet thereof), of Lot 11, (except that part thereof, falling in Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Gardens Subdivision; ("B"): for the Benefit of Parcel 1, aforesaid), in Lawrencewood Ga