

UNOFFICIAL COPY



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

Doc#: 1307312157 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/14/2013 02:42 PM Pg: 1 of 4

Return To:
Guidance Residential, LLC
11107 Sunset Hills Rd., Suite 200
Reston, VA 20190

Property Tax Id: 17-09-127-036-1094 VOL. 500

ASSIGNMENT AGREEMENT and AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000448, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignee"), 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 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

S Y
P Y
S R
SC Y
Page INT IP

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 **02/28/2013**, 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 **02/28/2013**.

(Co-Owner)




By: _____

2004-0000448, LLC
Suha Elsayed, of
Guidance Holding Corporation, Manager

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I, 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 **2004-0000448, LLC**, signed to the writing above, bearing date **02/28/2013**, has acknowledged the same before me.



Notary Public (Seal)

MARTINA S. HUFF
NOTARY PUBLIC
REG. # 368109
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2014

My commission expires; _____

UNOFFICIAL COPY

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: *Owais Bengali*
OWAIS BENGALI Consumer

Witnesses: *Farnaz Bengali*
FARNAZ BENGALI Consumer

Consumer Consumer

Consumer Consumer

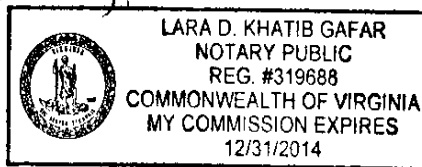
State of ~~Illinois~~ VIRGINIA
County of FAIRFAX

LARA D. KHATIB GAFAR a Notary Public in and for the State of Illinois do hereby certify that **OWAIS BENGALI, FARNAZ BENGALI**

personally known to me as the person(s) who executed the foregoing instrument bearing date 02/28/2013 personally appeared before me in said county and acknowledged said instrument to be his/her/their fact and deed, and that he/she they executed said instrument for the purposes therein contained.

Witness my hand and official seal 28th day of February, 2013

Lara D. Khatib Gafar
Notary Public (Seal)



My commission expires; _____

UNOFFICIAL COPY

Attachment A

UNIT 1407 AND PARKING SPACE P312, IN 400 WEST ONTARIO CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES:

PARCEL 1: LOTS 8 THRU 14 BOTH INCLUSIVE IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 235 FEET OF THAT PART OF THE 9 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING LOTS 1 TO 10 IN YOUNG'S SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 235 FEET OF THE SOUTH 9 FEET OF LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF CHICAGO RIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE SOUTH HALF OF THE 18 FOOT ALLEY NORTH OF AND ADJOINING LOT 9 AND LYING BETWEEN THE EAST AND WEST LINES OF SAID LOT 9 EXTENDED NORTH, IN BLOCK 11 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE WEST 135 FEET OF THE EAST 370 FEET OF SOUTH 9 FEET OF LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF CHICAGO RIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE WEST 135 FEET OF THE EAST 370 FEET OF THAT PART OF THE 9 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING LOTS 1 TO 15 IN YOUNG'S SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 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 DECEMBER 29, 1999 AS DOCUMENT NUMBER 09202758, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.