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

Doc#: 1323801108 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2013 02:51 PM Pg: 1 of 4

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

Property Tax Id: 13-01-311-050-1017

**ASSIGNMENT AGREEMENT
and
AMENDMENT OF SECURITY INSTRUMENT**

For value received, **2004-0000435, 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 in the Property as specified in those documents and under the Co-Ownership Agreement, including, but not limited to, the Indicia of Ownership 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,

Provided that the Co-Owner shall retain the indemnity rights as to third party claims concerning liability arising from or related to: (i) Consumer's use or occupancy of the Property; or, (ii) occurrences on, related to or arising from the Property.

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

Attorneys' Title Guaranty Fund, Inc
1 S. Wacker Dr., STE 2400
Chicago, IL 60606-4620
Attn: Search Department

S ✓
P ✓
S ✓
SC ✓
INT ✓

130600401019

UNOFFICIAL COPY

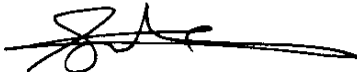
It is the intent of the Parties that this grant by the Co-Owner shall act as an amendment (and not constitute a separate security instrument or agreement) to that certain Security Instrument recorded immediately prior to the recordation of this Assignment (which Security Instrument is recorded in the County of **COOK** of the State of **ILLINOIS** as Document No. _____) and entered into between Co-Owner and Consumer on **08/2/2013**, 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 **08/2/2013**.

(Co-Owner)

By: _____



2004-0000435, LLC
Suha Elsayed, Executive Vice President of
Guidance Holding Corporation, Manager

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I, LARA D. KHATIB GAFAR a notary public, in and for the above mentioned State aforesaid, do hereby certify that **Suha Elsayed**, whose name, as **Executive Vice President** of Guidance Holding Corporation, a Manager of **2004-0000435, LLC**, signed to the writing above, bearing date **08/2/2013**, has acknowledged the same before me.



Notary Public

(Seal)



My commission expires; _____

UNOFFICIAL COPY

EXHIBIT Attachment A

PARCEL 1:
UNIT 401 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LINCOLN POINT CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 04-33619032, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE EXCLUSIVE RIGHT TO PARKING SPACE P41 AND STORAGE SPACE S41, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE PLAT OF SURVEY AND AS SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM.

5924 N. Lincoln Ave
Unit 401 P. 41 And S541
CHICAGO, ILL 60659
13-01-311-050-1017