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Prepared by: Theresa Vasko **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#: 1433933109 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/05/2014 02:52 PM Pg: 1 of 4

Property Tax Id. 27-29-207-0101 VOL.NO 147

#### ASSIGNMENT AGREEMENT

#### and

#### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000387, LLC ("Co-Owner") assigns to Guldance Residential, LLC ("Co-Owner's Assignees"), whose address is 11107 sunset Hills Rd., Sulte 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 colow:

(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 incumbrances 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 sign ficant 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 Agree mer!); and (vi) the ability to exercise rights and remedies under the Co-Ownership Agree mer!). 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

The TAMERICAN File # 2597786

Contract #: 1-0000029717 G107 Assignment Agreement (IL) - Replacement 2007/01 © 2014 Guidance Residential, LLC



1433933109 Page: 2 of 4

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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. into between Co-Owner and Consumer on 11/19/2014, 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 gant by Co-Owner. It is the intention of the Parties that an uncurred 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 Corlsumer'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 11/19/2014 .

(Co-Owner)

2004-0000387. LLC

Martina Huff, Vice President of Guidance Holding Corporation, Manager

STATE OF VIRGINIA **COUNTY OF FAIRFAX** 

The Clark a notary public, in and for the above mentioned State aforesaid, do hereby certify that Martina Huff, whose name, as Vice President of Guidance holding Corporation, a Manager of 2004-0000387, LLC, signed to the writing above, bearing date 1.1/19/2014, has acknowledged the same before me.

**Notary Public** 

THERESA VASKO Notary Public Commonwealth of Virginia 7132243

(Recommission Expires Sep 30, 2015

My commission expires:

4-30.15

1433933109 Page: 3 of 4

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	Rule	grees to the terms and covenants contained in this lider executed by Consumer and recorded with it.	
Vitnesses:	BRIDGET IBRAHIM	Consumer	
0	A		
Vitnesses:	<b>ÁMR IBRAHIM</b>	Consumer	
0,5			
Со	ons(im)r	Consumer	
	C),		
Со	onsumer	Consumer	
State of Illinois Coot	Clan	<u></u>	
BRAHIM, AMR IBRAHIM	ublic in and for the State of Illinois do he		
ersonally appeared before me in said (	) who executed the foregoing instrumen county and acknowledged said instrumed said instrument for the purposes there	ent to be his/he//bair/act	
Vitness my hand and official seal		OFFICIAL SEAL BARBARA PRINCE RY PUBLIC - STATE OF ILLINOIS	
	€ '`' LIV n	COMMISSION EXPIRES:10/02/17	

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1433933109 Page: 4 of 4

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### **Attachment A**

LOT 10 IN MALLARD LANDINGS UNIT 1, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Droporty of County Clark's Office