## **UNOFFICIAL COPY**

Prepared by: Sajeda Begum 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#: 1611246027 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/21/2016 10:06 AM Pg: 1 of 4

MIN: 100154100000336073

Property Tax Irl. 24-06-301-045-1031

### **ASSIGNMENT AGREEMENT**

### and

### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000252, 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 icrab 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

FIBELITY NATIONAL TITLE CL 16004494

Contract #: 1-0000033607 G107 Assignment Agreement (IL) - Replacement 2015/03 © 2016 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 03/29/2016, 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 03/29/2016.
(Co-Owner)
2004-0000252, LLC Suha Elsayed, Executive Vice President of Guidance Holding Corporation, Manager  STATE OF VIRGINIA COUNTY OF FAIRFAX
STATE OF VIRGINIA
COUNTY OF FAIRFAX
I, SAJEDA BEGUM a notary public, in and for the above mentioned State aforesaid, do hereby certify that <b>Suha Elsayed</b> , whose name, as <b>Executive Vice President</b> of Buidance Holding Corporation, a Manager of <b>2004-0000252</b> , <b>LLC</b> , signed to the writing above, bearing date <b>03/29/2016</b> , has acknowledged the same before me.
Notary Public (Seal)  SAJEDA BEGUM NOTARY PUBLIC REG. #7032459 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES
MAY 31, 2017
My commission expires;

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## **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:	AHMAD H. BATROUKH	Consumer	
Witnesses:	WILLA M. ALJAONI	Consumer	
Consumer		Consumer	
7			
Consumer	4hx.	Consumer	
	2 <sub>C</sub>		
State of Illinois County of	C/0/4,		
i, a Notary Public in and for the State of Illinois do he.ebv certify that AHMAD H. BATROUKH, WILLA M. ALJAONI			
personally known to me as the person(s) who exec personally appeared before me in said county and and deed, and that he/she they executed said instr	d acknowledged said instrument to be h	is/her/their/act	
Witness my hand and official seal $3a^{th}_{day of}$ March, $3016$			
Motary Public (S	OFFICIAL SEAL SHANNON M WOO Notary Pubic - State o	DDS 🔓	
My commission expires; 5131119	My Commission Expires M	ay 21, 2019	

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#### LEGAL DESCRIPTION

Order No.: CH16004496

For APN/Parcel ID(s): 24-06-301-045-1031 For Tax Map ID(s): 24-06-301-045-1031

UNIT NO. 703, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 1 IN CAGO DEVELOPMENT, 95TH STREET AND NOTTINGHAM AVENUE SUBDIVISION OF PART OF THE SOU'LPWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY THE 1ST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST NO. 2577, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO.22788882, TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.