### UNOFFICIAL COPY

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

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

MIN: 100154 100000340935

FIRST AMERICAN TITLE

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Property Tax 14. 18-35-307-039-0000



Doc#: 1618910047 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/07/2016 10:02 AM Pg: 1 of 4

# ASSIGNMENT AGREEMENT and

#### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000286, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 111// 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. Coroults 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

Contract #: 1-0000034093 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 05/13/2016, 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 05/13/2016 .

(Co-Owner)

2004-0000286, LLC

Suha Elsayed, Executive Vice President of **Guidance Holding Corporation, Manager** 

STATE OF VIRGINIA **COUNTY OF FAIRFAX** 

Ot Colly Colt REBECCA LYNN DENNEE a notary public, in and for the above mentioned state aforesaid, do hereby certify that Suha Elsayed, whose name, as Executive Vice President of Cividance Holding Corporation, a Manager of 2004-0000286, LLC, signed to the writing above, bearing dece 05/13/2016, has acknowledged the same before me.

recca Lyru D Notary Public

(Seal)

REBECCA LYNN DENNEE NOTARY PUBLIC REG. #7673230 OMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MARCH 31, 2020

My commission expires; March 31,2020

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BY SIGNING BELOW, Consumer accepts amendment to the Security Instrument and in	and agrees to the terms and covena any Rider executed by Consumer and	ints contained in this recorded with it.
	No.	
Witnesses:	YACINE MERDJEMAK	Consumer
	461	
Witnesses:	HASSINA MERDJEMAK	Consumer
Co		
Consur	le e	Consumer
	Co	
Consur	ner	Consumer
	<b>4</b> 0.	
State of Illinois Golc	_ C/Q/X/	
I, LINDA T. M. MANCH a Notary Public in MERDJEMAK, HASSINA MERDJEMAK	n and for the State of Illinois do hereby	certify that YACINE
personally known to me as the person(s) who personally appeared before me in said count and deed, and that he/she they executed said	tv and acknowledged said instrument t	o be his/her meir/act
Witness my hand and official seal	day of May 2016  C SOFFICIAL  OFFICIAL	
IMALU O MARIA	· Sammun	·····
Notary Public	(Seal) \$ NOTARY DUE	INNICH <b>₹</b>
My commission expires; /- /- /- /-		ATE OF ILLINOIS XPIRES:01/22/17

Contract #: 1-0000034093 G107 Assignment Agreement (IL) - Replacement 2015/03 © 2016 Guidance Residential, LLC

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## **UNOFFICIAL COPY**

#### Attachment A

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THE SOUTH 36.20 FEET OF THE NORTH 47.20 FEET OF THE EAST 55.00 FEET OF LOT 3 IN THOMAS CHARLES ESTATES, BEING A RESUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INCRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS OF THOMAS CHARLES TOWNHOMES RECORDED JULY 20, 1995 AS DOCUMENT 95473828, IN COOK COUNTY, ILLINOIS.