### **UNOFFICIAL COPY**

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

Doc#: 1625156134 Fee: \$44.00 BHSP Fee:\$9.00 BPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/07/2016 02:17 PM Pg: 1 of 4

Return To:
Guidance Residential, LLC
11107 Sunset Hills Rd., Suite 200
Reston, VA 20190
Prism Title
1011 & Touch ( 250)
MIN: 10015 11 0000336438

Property Tax Id: 12-18-116-016-0000

5122592 (10)

ASSIGNMENT AGREEMENT

and

#### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000283, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 11107 Conset 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 cincumbrances 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 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 Percults 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

1625156134 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) and entered into between Co-Owner and Consumer on 03/31/2016, 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.
ame name, a adplicate original of the Beladit 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 03/31/2016.
(Co-Owner)
Ву:
2004-0000283, LLC Suha Elsayed, Executive Vice President of Guidance Holding Corporation, Manager
2004-0000283, LLC Suha Elsayed, Executive Vice President of Guidance Holding Corporation, Manager  STATE OF VIRGINIA COUNTY OF FAIRFAX  SAJEDA BEGLIM
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 Presiden</b> ' of Guidance Holding Corporation, a Manager of <b>2004-0000283</b> , <b>LLC</b> , signed to the writing above, bearing rate <b>03/31/2016</b> , has acknowledged the same before me.
Co
SAJEDA BEGUM NOTARY PUBLIC REG. #7032459 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MAY 31, 2017

My commission expires; 5.31.17

1625156134 Page: 3 of 4

# **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.

Witness	Y Setatas	
Witnesses.	ABDELHAKIM CHAFAI	Consumer
Witnesses:		Consumer
Co	onstmer	Consumer
	onsumer	Consumer
State of Illinois County of	C/O/H	
ABDELHAKIM CHAFAI	ublic in and for the State of Illinois do herety co	ertify that
personally known to me as the person(s personally appeared before me in said and deed, and that he/she they executed	) who executed the foregoing instrument beari county and acknowledged said instrument to d said instrument for the purposes therein cont	ing date <b>J3/31/2016</b> be his/her their/act tained.
Nitness my hand and afficial a 1 m		

Witness my hand and official seal 357 day of W laster DC L

Notary Public

(Seal)

DONNA JO SCHMIDT Notary Public - State of Illinois My Commission Expires Nov 3, 2017

UFFICIAL SEAL

My commission expires;

11.3.17

Contract #: 1-0000033643

G107 Assignment Agreement (IL) - Replacement 2015/03

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1625156134 Page: 4 of 4

# **UNOFFICIAL COPY**

#### **Attachment A**

LOT 101 IN VOLK BROTHERS SECOND ADDITION TO MONTROSE AND OAK PARK AVENUE SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINICPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1926 AS DOCUMENT NUMBER 9397419, IN ON SHIP LAT THE JUNTY, ILL.

OPCOOK COUNTY CLOTH'S OFFICE COOK COUNTY, ILLINOIS.