### **UNOFFICIAL COPY**

NAT 16-262848

Prepared by: Rebecca Dennee 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

MIN: 10015/: 00000350603

Property Tax 1.1: 10-36-229-040-0000



Doc# 1627244070 Fee \$44.00 RHSP Fee:\$9.00RPRF Fee \$1.00 Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 09/28/2016 01:55 PM Pg: 1 of 4

### ASSIGNMENT AGREEMENT

### and

### AMENDMENT OF SECURITY INSTRUMENT

For value received, 2004-0000132, LLC ("Co-Owner") assigns to Guidance Residential, LLC ("Co-Owner's Assignees"), whose address is 11127 Runset 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 form pelow:

(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 or 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 stonificant 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 Cafaults 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 #: 1-0000035060 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. into between Co-Owner and Consumer on 08/25/2016, 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 uncudied 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 agre is 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 08/25/2016 .

(Co-Owner)

By:

2004-0000132, LLC

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

STATE OF VIRGINIA **COUNTY OF FAIRFAX** 

OOF COUNTY CLOW REBECCA LYNN DENNEE a notary public, in and for the above ment oned State aforesaid, do hereby certify that Suha Elsayed, whose name, as Executive Vice President of Guidance Holding Corporation, a Manager of 2004-0000132, LLC, signed to the writing above, bearing date 08/25/2016, has acknowledged the same before me.

(Seal)

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

My commission expires; Mauch 31,2026

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amendment to the Security Instrument and in any	Salui Mazle	
Witnesses:	SALIM MAZHAR	Consumer
	Antel Mali	
Witnesses:	AMTUL MATEEN	Consumer
Consular		Consumer
	Co.	
Consumer	Ship C.	Consumer
State of Illinois Cool—		·
La dia Herrel a Notary Public in an MAZHAR, AMTUL MATEEN	d for the State of Illinois do her	ely certify that SALIM
personally known to me as the person(s) who exe personally appeared before me in said county at and deed, and that he/she they executed said inst	nd acknowledged said instrum	ent to be his/her/their/ac
Witness my hand and official seal 25 da	yor August	2016
Notary Public	Seal)  Notary Public - Sta  My Commission Exp	SEAL STATE OF THE
My commission expires;		manufacture of the same of the

Contract #: 1-0000035060

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G107 Assignment Agreement (IL) - Replacement 2015/03

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## **UNOFFICIAL COPY**

15826-16-262848-IL

Property Address: 6809 N. Rockwell Street, Chicago, IL 60645

Parcel ID:

10-36-229-040-0000 and 10-36-229-045-0000

#### PARCEL 1:

THE NORTH 18 FEET OF THAT PART OF LOTS 24 AND 25 IN BLOCK 16 IN THE NATIONAL CITY REALTY COMPANY'S THIRD ADDITION TO ROGERS PARK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE. LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 24, 96 FEET 11 INCHES NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF LOT 25, 96 FEET 1 INCH NORTH OF THE SOUTHEAST CORNER THEREOF.

### PARCEL 2:

THE WEST 14 FEET 2 INCHES OF THAT PART OF SAID LOTS 24 AND 25 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 24, 96 FEET 11 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF.

#### PARCEL 3:

THE NORTH 18 FEET OF THOSE PARTS OF LOTS 26 AND 27 IN BLOCK 16 IN NATIONAL CITY REALTY COMPANY'S THIRD ADDITION TO ROGERS PARK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE WHICH LIES SOUTH OF AN EAST AND WEST STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 26, WHICH IS 96.08 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LO £26 TO A POINT IN THE EAST LINE OF LOT 27 WHICH IS 95.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 27.

#### PARCEL 4:

THE WEST 10 FEET OF THAT PART OF SAID LOT 26 WHICH LIES NORTH OF AND ADJOINING SAID EAST AND WEST STRAIGHT LINE DESCRIBED ABOVE, ALL IN COOK COUNTY, ILLING'S.