

# UNOFFICIAL COPY

**Prepared by: Theresa Vasko**  
**Guidance Residential, LLC**  
**11107 Sunset Hills Rd., Suite 200**  
**Reston, VA 20190**

Doc#: 1734555032 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/11/2017 10:24 AM Pg: 1 of 4

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

MIN: 100154100000319400

Property Tax Id: 24-06-215-008-0000

## **ASSIGNMENT AGREEMENT** **and** **AMENDMENT OF SECURITY INSTRUMENT**

For value received, **2004-00005, 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 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 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**

# UNOFFICIAL COPY

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 **07/31/2015**, 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 **07/31/2015**.

(Co-Owner)

By: \_\_\_\_\_

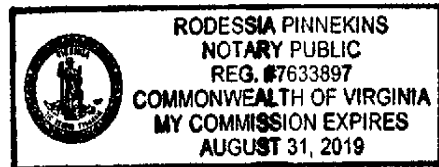
**Suha Elsayed, EVP and Secretary of  
Guidance Holding Corporation, Manager**

**STATE OF VIRGINIA  
COUNTY OF FAIRFAX**

I, **RODESSIA PINNEKINS** a notary public, in and for the above mentioned State aforesaid, do hereby certify that **Suha Elsayed**, whose name, as **EVP and Secretary** of Guidance Holding Corporation, a Manager of \_\_\_\_\_, signed to the writing above, bearing date **07/31/2015**, has acknowledged the same before me.

*Rodessia Pinnekins*  
\_\_\_\_\_  
Notary Public

(Seal)



My commission expires; August 31, 2019



# UNOFFICIAL COPY

## EXHIBIT A

LOTS IN BLOCK 10 IN RIDGELAND PARK ADDITION A SUBDIVISION OF THAT PART LYING EAST OF ALIO IO,JOITIING THE CENTER LINE OF NEENAH BROOK OF THE NORTH 1/2 OF NORTH EAST 1/4 IEXCEPT THE SOUTH 352 FEET OF THE EAST 620 FEET OF SAID NORTH 1/2) OF sEcroN b, rowHsltp 37 NoRTH, RANGE 13 EAST oF THE THIRD PRINcIPAL MERIoIAN cENTER trive or Neeru\*t BRooK BETNG A STRAIGHT LINE DRAWN FRoM A PoINT oN I NORTH, OF PRINCIPAL MERIOIAN SAID trl,re BBRROoOoKK BBEETINNGG DDRRAAWwNN FFRROoMM PPOoIINNTT oONN THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 758 FEET WEST OF NORTH EAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID NORTH 1/2 OF NORTH EAST 1/4 OF SECTION BA DISTANCE OF 1229,75 FEET WEST OF SOUTH EAST CORNER THEREOF IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office