

Prepared by: Theresa Vasko  
 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

(Godfrey Box 90)

  
**2014038123 00168**  
 FORSYTH CO, NC FEE \$26.00  
 PRESENTED & RECORDED  
 10-20-2014 02:56:25 PM  
 C. NORMAN HOLLEMAN  
 REGISTER OF DEEDS  
 BY: RANDY L SMITH  
 DPTY  
**BK: RE 3201**  
**PG: 3068-3071**

Property Tax Id: 5883-17-4569.00

## ASSIGNMENT AGREEMENT and AMENDMENT OF SECURITY INSTRUMENT

For value received, pursuant to this Assignment Agreement and Amendment of Security Instrument (this "Assignment"), **2004-0000280, 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 beneficiary under the Security Instrument to Co-Owner's Assignee, and for the purpose of further securing all of the obligations that are secured by the Security Instrument, Co-Owner hereby irrevocably grants and conveys to Trustee **Thomas Gainor**, whose address is **11107 Sunset Hills Rd., Suite 200, Reston, VA 20190**, in trust, with power of sale, for the benefit of Co-Owner's Assignee, the Co-Owner's rights in the Property, as described in Exhibit A, attached hereto.

## See Attached Exhibit A

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 Deed of Trust is recorded in the **FORSYTH** (Office of Recorder) of the State of **NORTH CAROLINA** as Document No. \_\_\_\_\_) and entered into between Co-Owner and Consumer on **10/20/2014**, in order to provide further security in this Transaction to Co-Owner's Assignee, as beneficiary 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 **10/20/2014**.

(Co-Owner)

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

**2004-0000280, LLC**

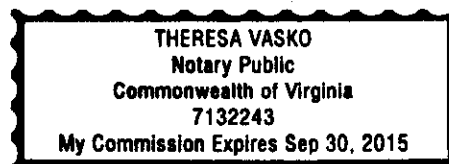
**Suha Elsayed, EVP and Secretary of  
Guidance Holding Corporation, Manager**

**State of Virginia  
County of Fairfax**

I, **Theresa Vasko** a notary public, in and for the above mentioned State aforesaid, do hereby certify that **Suha Elsayed, EVP and Secretary** of Guidance Holding Corporation, whose name, as Manager of **2004-0000280, LLC** signed to the writing above, bearing date **10/20/2014**, has acknowledged the same before me.

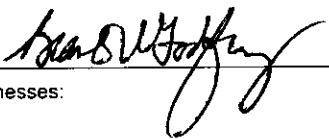
\_\_\_\_\_  
Notary Public

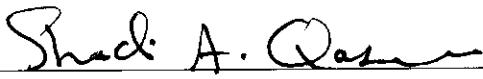
(Seal)

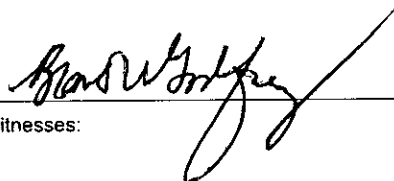


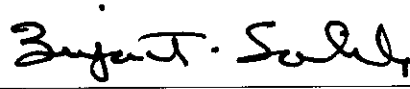
My commission expires; \_\_\_\_\_

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: 

  
SHADI A. QASEM Consumer

Witnesses: 

  
ZIYAN T. SALIH Consumer

\_\_\_\_\_  
Consumer

\_\_\_\_\_  
Consumer

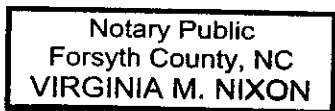
\_\_\_\_\_  
Consumer

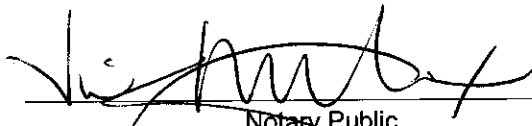
\_\_\_\_\_  
Consumer

State of North Carolina  
County of Forsyth

I, Virginia M Nixon, a Notary Public of the aforesaid County and State, do hereby certify that SHADI A. QASEM, ZIYAN T. SALIH personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and natorial seal this 20 day of October, 2014 ~~2008~~.



  
Notary Public

(AFFIX NOTARY SEAL)

My commission expires: 6/28/17

## **Attachment A**

**BEING KNOWN AND DESIGNATED AS LOT NO. 12 AS SHOWN ON THE MAP OF WATERFORD VILLAGE, PHASE I, AS RECORDED IN PLAT BOOK 43, PAGE 135, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.**