

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

Guidance Residential, LLC
11109 Sunset Hills Rd., Suite 200
Reston, VA 20190



200904140057

Skagit County Auditor

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Attn: Grace Calo

ASSIGNMENT AGREEMENT AND AMENDMENT OF SECURITY INSTRUMENT

GRANTOR: (1) FARUQI, ZAHIR (Consumer)
2004-0000415, LLC (Co-Owner/Beneficiary/
Assignor)
GRANTEE: (1) Guidance Residential, LLC (Co-Owner's Assignee/
Beneficiary)
(2) First American Title Insurance Company (Trustee)

Legal Description:

Abbreviated form: 3811 DOGWOOD PLACE MOUNT VERNON, WA 98274
Additional legal on Exhibit A of document

Assessor's Property Tax Parcel Account Number(s): 4744-000-008-0000/P116357

Reference numbers(s) of Related Document(s): 200904140056
[Insert Recording No. of Deed of Trust]

ASSIGNMENT AGREEMENT AND AMENDMENT OF SECURITY INSTRUMENT

For value received, **2004-0000415, LLC** ("Co-Owner") assigns to **Guidance Residential, LLC** ("Co-Owner's Assignee"), whose address is **11109 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.

Co-Owner hereby assigns and transfers to Co-Owner's Assignee all of Co-Owner's right, title and interest that it holds as beneficiary under the Deed of Trust.

Co-Owner further irrevocably grants and conveys to First American Title Insurance Company ("Trustee"), in trust, with power of sale and right of entry and possession, for the benefit of the Co-Owner's Assignee, the Co-Owner's interest in the Property, as described in Exhibit A attached hereto, TOGETHER WITH all improvements now or hereafter erected on the Property and all easements, appurtenances, and fixtures now or hereafter a part of the Property, as well as all replacements and additions to the Property. Co-Owner and Co-Owner's Assignee further make all of the covenants and agreements that Consumer and Co-Owner made under Sections 11, 19, 22, 23, 24 and 25 of the Deed of Trust as though Co-Owner were the original grantor and Co-Owner's Assignee were the original beneficiary thereunder. This assignment secures to Co-Owner's Assignee the performance of the Consumer's covenants and agreements under the Co-Ownership Agreement and the Obligation to Pay and the performance of the Consumer's obligations under the Deed of Trust.

It is the intent of the Parties that the execution of this Assignment Agreement and Amendment of Security Instrument by Co-Owner is intended to constitute an assignment of, all of Co-Owner's rights under the Security Agreement and 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 **WASHINGTON** County, Washington under Recording No. **200904140056**) and entered into between Co-Owner and Consumer on **04/7/2009**, 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 the execution of this Assignment Agreement and Amendment of Security Instrument by Co-Owner. It is the intent of the Parties that an uncured Default gives rise to the ability by 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 whether now owned or hereafter acquired 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 Consumer.

Contract #: **1-0000015373**
G5131 Assignment Agreement (WA) - Replacement or P/E 2007/01
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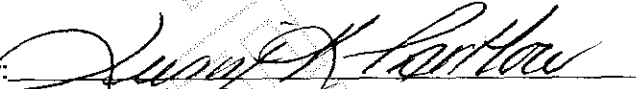


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In the event of Consumer's insolvency, including a filing for protection under the U.S. Bankruptcy Code, Co-Owner agrees to cooperate as fully as allowed under Applicable Law in assisting Co-Owner's Assignee in maintaining or realizing on its security 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 **04/7/2009** .

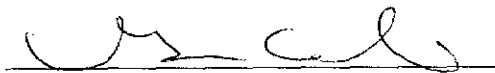
(Co-Owner)

By: 
2004-0000415, LLC

Judith Partlow, Executive Vice President of
Guidance Holding Corporation, Manager

State of Virginia
County of Fairfax

On 4/7/09 before me, Grace Calo
personally appeared **Judith Partlow, Executive Vice President** of Guidance Holding Corporation, a Manager of **2004-0000415, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.


Notary Public (Seal)

GRACE CALO
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 342819
MY COMMISSION EXPIRES NOVEMBER 30, 2012

My commissions expires

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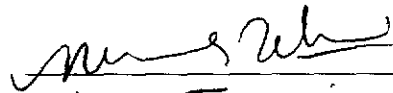
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BY SIGNING BELOW, Consumer accepts and agrees to the terms and covenants contained in this amendment to the Security Instrument and in any Rider executed by Consumer and recorded with it.


ZAHIR FARUQI

Consumer


Neena Faruqi

Consumer

Consumer

Consumer

STATE OF WASHINGTON
County of Skagit

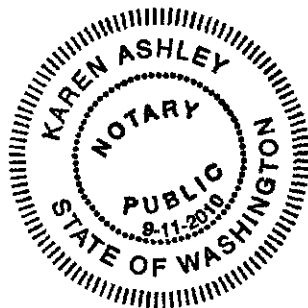
On this day personally appeared before me


ZAHIR FARUQI

and Neena Faruqi

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of April, 2009



 Karen Ashley

Notary Public in and for the State of Washington, residing at
Sedro-Woolley

My Appointment Expires on 9/11/2010

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Exhibit A

LOT 8, "EAGLEMONT PHASE 1C," AS PER PLAT RECORDED ON FEBRUARY 1, 2000, UNDER AUDITOR'S FILE NO. 200002010036, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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