

2006 068029

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MICHAEL A. BROWN  
RECORDER

Prepared by: Grace Borno  
Guidance Residential, LLC  
11109 Sunset Hills Rd., Suite 200  
Reston, VA 20190

Return To:

Property Tax Id: 16-27-0361-0004

**ASSIGNMENT AGREEMENT AND  
AMENDMENT OF SECURITY INSTRUMENT**

**NOT OFFICIAL!**

This Assignment Agreement and Amendment of Security Instrument (this "Assignment") is by and between **ALLAH NAWAZ, HAMIDAH NAWAZ** (whether one or more than one, hereinafter called "Mortgagor" or the "Consumer") and **2004-0000269, LLC** (hereinafter called the "Mortgagee" or the "Co-Owner"). For value received, pursuant to this Assignment Agreement and Amendment of Security Instrument **2004-0000269, 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 (as hereinafter defined), 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, 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

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Date Printed: 07/27/2006

G5112-1 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)

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Initials A.N.  
H.N.  
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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.

Provided that the Co-Owner shall retain legal title and the indemnity rights as to third party claims concerning liability arising from or related to: (i) Consumer's use or occupancy of the Property; or, (ii) occurrences on, related to or arising from the Property.

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, mortgages and conveys to Co-Owner's Assignee all of Co-Owner's rights, title and interest in and to the Property, as described in Exhibit A, attached hereto, together with all the improvements now or hereafter erected on the Property, all easements, appurtenances and fixtures now or hereafter a part of the Property, and all replacements and additions to the Property.

**Document is  
See Attached Exhibit A  
NOT OFFICIAL!**

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 Mortgage recorded immediately prior to the recordation of this Assignment (which Mortgage is recorded in the Office of the Recorder in the county of LAKE of the State of INDIANA as Document No. \_\_\_\_\_) and entered into between Co-Owner and ALLAH NAWAZ, HAMIDAH NAWAZ ("the Consumer") on 07/31/2006, ( the "Security Instrument") 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, 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 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 is given to the 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.

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G5112-2 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)

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Capitalized terms used but not defined herein shall have the meanings specified in the Security Instrument.

Upon satisfaction of all obligations that are secured by the Security Instrument, the mortgage on the Property granted hereby shall be discharged.

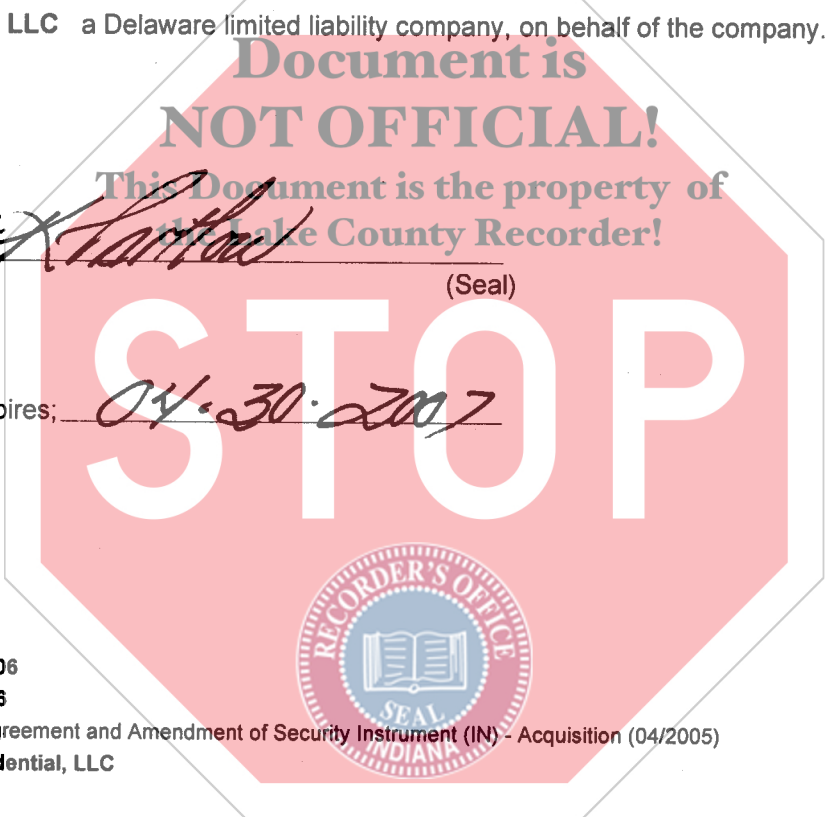
TO HAVE AND TO HOLD the same unto Co-Owner's Assignee, its successors and assigns, forever, IN WITNESS WHEREOF, Co-Owner has executed these presents on **07/31/2006** .

(Co-Owner)  
By: *Grace Borno*  
**2004-0000269, LLC Grace Borno Manager**

**STATE OF VIRGINIA  
COUNTY OF FAIRFAX**

The foregoing instrument was acknowledged before me on **07/31/2006** by **Grace Borno , Manager** of **2004-0000269, LLC** a Delaware limited liability company, on behalf of the company.

*Quinn K. Hartman*  
Notary Public



(Seal)

My commission expires: *04-30-2007*

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G5112-3 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)  
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BY SIGNING BELOW, Consumer, whose address is **2717 40TH PLACE, HIGHLAND, INDIANA 46322 LAKE**, accepts and agrees to the terms and covenants contained in this Assignment and in any Rider executed by Consumer and recorded with it.

\_\_\_\_\_  
*ALLAH NAWAZ*  
**ALLAH NAWAZ**

\_\_\_\_\_  
*HAMIDAH NAWAZ by ALLAH NAWAZ*  
**HAMIDAH NAWAZ as attorney-in-fact.**

By Allah Nawaz as Attorney In-Fact  
Pursuant to the POA recorded 8/7/2006

Document# *2006-068027*



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Date Printed: 07/27/2006

G5112-4 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)

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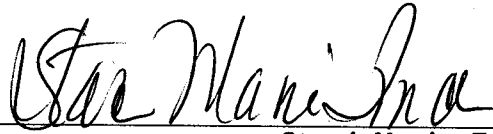
STATE OF INDIANA  
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared ALLAH NAWAZ, HAMIDAH NAWAZ, to me personally known, who acknowledged the execution of the foregoing instrument and stated that the facts stated therein are true and correct.

Witness my hand and Notarial Seal this 31st day of July, 2006.

My commission expires:

2/20/08

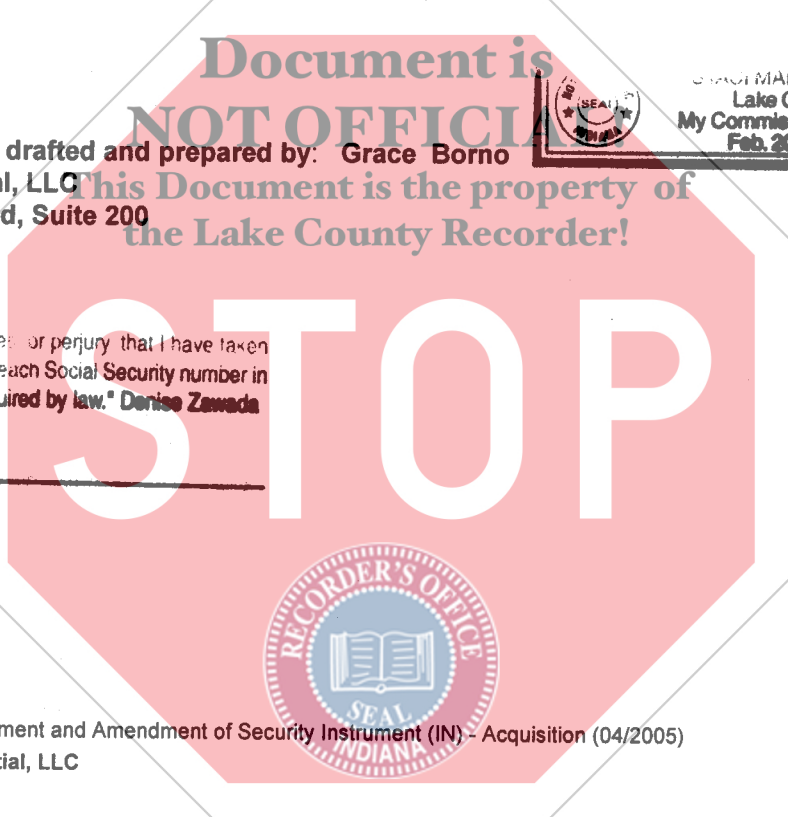


Notary Public Residing in Staci Marie Finch  
County Lake County

This Instrument was drafted and prepared by: Grace Borno  
Guidance Residential, LLC  
11109 Sunset Hills Rd, Suite 200  
Reston, VA 20190



under the penalties of perjury that I have taken  
reasonable care to redact each Social Security number in  
this document, unless required by law. Denise Zawada



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G5112-5 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)  
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## EXHIBIT A

LOT 4 IN RIDGELAND ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF,  
RECORDED IN PLAT BOOK 38 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,  
INDIANA.



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G5112-6 Assignment Agreement and Amendment of Security Instrument (IN) - Acquisition (04/2005)

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