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St. Paul, MN 55101

DEPT-11 RECORD TOR \$23.50  
T#0013 TRAN 9566 01/17/95 11:15:00  
#8227 # AP \*-95-035668  
COOK COUNTY RECORDER

Pool Number: 59577  
Loan Number: 270702

## 95035668

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### ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For value received, First Bank National Association, successor in interest by merger to First National Bank of Des Plaines, with its principal place of business at 2500 University Ave. West, Suite 300, St. Paul, MN 55114, hereby sells, assigns and transfers to:

FBS Mortgage Corporation, a Nevada Corporation  
2550 University Avenue, St. Paul, MN 55114

the following Mortgage/Deed of Trust/Security Deed/Trust Indenture executed by:

EXECUTION DATE: 10/17/72  
ORIGINAL BORROWER: WAYNE R. WAGNER AND CAROLYN WAGNER, HIS WIFE

ORIGINAL BENEFICIARY: FIRST NATIONAL BANK OF DES PLAINES  
COUNTY: COOK  
STATE: IL  
RECORDING DATE: 12/06/72  
DOCUMENT NUMBER: 2883808 BOOK: PAGE:  
COMMON ADDRESS: 221 S. GIBBONS, ARLINGTON HEIGHTS  
PIN/TAX ID #: 03331220080000  
ORIGINAL LOAN AMOUNT: 30000.00

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In witness whereof, this instrument has been duly executed and delivered on behalf of the above described assignor on this 1st day of July, 1994



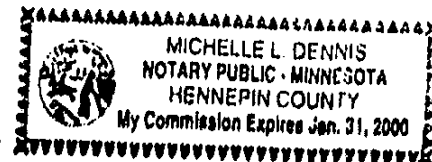
First Bank National Association

*Mitchel A. Peterson*  
\_\_\_\_\_  
Mitchel A. Peterson  
Assistant Vice President

State of Minnesota )SS  
County of Ramsey )

On this 1st day of July, 1994, before me, a Notary Public appeared Mitchel A. Peterson, to me personally known, who being duly sworn did say that he is the Assistant Vice President of said First Bank National Association, and that said instrument was signed and sealed on behalf of said corporation, and said Mitchel A. Peterson acknowledged said instrument to be the free act and deed of said corporation, and he acknowledged that the said corporation has a corporate seal.

*Michelle L. Dennis*  
\_\_\_\_\_  
Notary Public



9200 7350  
Per Neg

2350

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
110 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

950355 29991 530031



TRUST DEED

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 17 19 72, between

WAYNE R. WAGNER and CAROLYN WAGNER, his Wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Thirty Thousand (\$30,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of seven (7) per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Thirteen (\$213.00) Dollars on the first day of January 19 73, and Two Hundred Thirteen (\$213.00) Dollars on the first 15 day of each and every month thereafter until said debt is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first 15 day of December 19 97.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 8% per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of First National Bank of Des Plaines in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Arlington Heights, COUNTY OF COOK AND STATE OF ILLINOIS,

Lot Eight (8) in Block One (1), in Stoltzners Greenview Estates, being a Subdivision of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 17, 1955, as Document Number 1581803.

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for as long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand of