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ASSIGNMENT OF NOTE AND DEED OF TRUST

THIS ASSIGNMENT, made this 4th day of August, 1998 by and between NationsBank, N.A. (formorly Boatmen's Trust Company), Trustee Under Agreement Samuel C. Sachs, (hereinafter referred to as "Assignor") and First American Bank, Successor Trustee Under Agreement Samuel C. Sachs (hereinafter referred to as "Assignee").

WITHESSETH:

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WHEREAS, by Deed of Trust (the "Deed of Trust") dated <u>February 16</u>, 19<u>93</u> and recorded <u>February 23</u>, 19<u>93</u> as Document No. <u>93440859</u> in the Recorders Office of <u>Cook</u> County, State of Illinois, Neil S. Borg and Susco E. Sachs, husband and wife, conveyed upon the terms and conditions set forth in said Deed of Trust, the property in <u>Cook</u> County, Illinois, described as follows:

Real Estate Tax #15-01-217-008-000

Lot 8 (except the North 40 feet thereof), all of Lot 9 and the North 5 feet of Lot 10 in Block 11 in O. C. Bruese's Subdivision of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 1. Township 30 North, Range (2) East of the third principal meridian in Cook County, Illinois.

1215 Monroe Ave, River Forest, ILL.

to Boatmen's Trust Company, as trustee for the benefit of Boatmen's Trust Company, Trustee Under Agreement Samuel C. Sachs, to secure that certain Note (the "Note") in the amount of Four Hundred Thousand and 00/100 (\$400,000,00) dated February 16, 1993, and made by Neil S. Borg and Susan E. Sachs to Boatmen's Trust Company, Trustee Under Agreement Samuel C. Sachs; and

WHEREAS, Assignor, as Trustee, wishes to assign all beneficial interest under said Note and Deed of Trust to Assignee;

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NOW, THEREFORE, for value received and in consideration of the premises, Assignor hereby agrees as follows:

- 1. Assignor hereby grants, assigns and transfers to First American Bank, Successor Trustee Under Agreement Samuel C. Sachs all of its beneficial interest under said Note and Deed of Trust.
- 2. Contemporaneously with the execution and delivery of these presents, Assignor has, by endorsement, without recourse on the Note, transferred the Note to the Assignee. It is expressly understood and agreed by the Assignee that the liability of Assignor hereunder is limited by the endorsement to the Note from Assignor to the Assignee, which and present is without recourse against Assignor.

IN WINESS WHEREOF, Assignor has caused these presents to be executed this 4th day of August, 1998.

this 4th day of Facust, 1998.
ATTEST: NationsBank, N.A., Trustee Under Agreement Samuel C. Sachs
Quinten S. Hanson Assistant Secretary William L. Pender Vice President
STATE OF NORTH CAROLINA) Sec.
COUNTY OF MECKLENBURG)
On this 4 day of August 1998, before me appeared William L. Pender to me personally known, who, being by me duly swort, did say that he is Vice President of NationsBank, N.A., a National Association and that the seal affixed to the foregoing instrument is the corporate seal of said association, and said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors; and said William L. Pender acknowledged said instrument to be the free 1ct and deed of said association, as Trustee Under Agreement Samuel C. Sachs, and its successors in trust.
IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my official

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public San

My Commission Expires: 11-14-98

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NationsBank, N.A. NC1-002-11-13 101 South Tryon St. Charlotte, NC 28255

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