

Prepared By: Stacy Fisher  
Return to: AmerUs Bank  
611 - 5th Avenue, 2nd Floor  
Des Moines, IA 50309  
(515)-281-2815

Assignment of Real Estate/Deed of Trust

Box #820  
Loan # 3360023100 PIN#12-24-418-046

HOW ALL MEN BY THESE PRESENTS that AmerUs Bank (Assignor), an Iowa Corporation of Polk County, IA, in consideration of the sum to Ten (\$10,00) Dollars and other valuable consideration paid to it by

**Sovereign Bank, FSB  
1130 Berkshire Blvd.  
Wyomissing, PA 19610**

(Assignee), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, set over and convey unto Assignee that certain Mortgage/Deed of Trust executed by

STANISLAW MIODUSZEWSKI AND STANISLAWA MIODUSZEWSKI

to Assignor on property situated in COOK, IL, and described in said Mortgage/Deed of Trust as Follows, to Wit:

(see attached)

which said Mortgage/Deed of Trust is recorded in the office of the Recorder/Register of deed of said County and State on MAR 3, 1995 in DOC # 95-148499, Book, Page , together with the said Note herein described, and the money due or to become thereon, with interest at the rate specified in said Note. TO HAVE AND TO HOLD the same unto the Assignee, its successors and assign, forever; subject only to the provisions in the said indenture of Mortgage/Deed of Trust contained.

IN WITNESS WHEREOF AmerUs Bank has caused this instrument to be duly signed this 20th day of December 1996.

The undersigned has changed its name or identity from Midland Savings Bank FSB, to AmerUs Bank FSB, as a result of amendment the charter or articles of incorporation.

S. YES  
D. B.  
V. AND  
M. YES

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AmerUs Bank

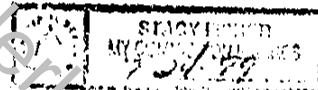
STATE OF IOWA )  
POLK COUNTY ) ss

By: Shawn E. Schossow  
Shawn E. Schossow  
Vice President

On this 20th day of December, 1996, before me, a Notary Public in and for the County of Polk, State of Iowa, personally appeared, Shawn E. Schossow is Vice President Consumer Loan Operations of AmerUs Bank FSB f/k/a Midland Savings Bank FSB a Corporation duly organized and existing and that said instrument was signed and executed in behalf of said corporation by authority of its Board of Directors, and the said Shawn E. Schossow acknowledged the execution of said instrument to be voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal  
the day and year last above written.

Shawn E. Schossow  
Notary Public in and for said  
County and State.  
My Commission Expires:



Notary Clerk's Office

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STANISLAW MIODUSZEWSKI  
 STANISLAW MIODUSZEWSKI  
 ELZBIETA MIODUSZEWSKI  
 CZESLAW MIODUSZEWSKI  
 3320 N. OSCOLA  
 CHICAGO, IL 60634

MORTGAGOR  
 \*I\* includes each mortgagor above.

This instrument was prepared by  
 (Name) Midland Savings Bank PSD  
 (Address) 206 Sixth Ave, Des Moines, IA 50309

Midland Savings Bank PSD  
 206 Sixth Avenue  
 Des Moines, IA 50309-3951  
 LOAN # - 3360023100

MORTGAGEE  
 \*You\* means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, STANISLAW MIODUSZEWSKI and STANISLAWA MIODUSZEWSKI (HUSBAND AND WIFE)  
ELZBIETA MIODUSZEWSKI, mortgage and warrant to you to secure the payment of the secured debt described below, on CHICAGO, ILLINOIS  
3320 N OSCOLA (Town) CHICAGO (City), Illinois 60634 (Zip Code)

PROPERTY ADDRESS: 3320 N OSCOLA (Town) CHICAGO (City), Illinois 60634 (Zip Code)

LEGAL DESCRIPTION:  
 THE NORTH 1/2 OF LOT 65 IN H. O. STONE & COMPANY'S 1ST  
 ADDITION TO BELMONT AVENUE TERRACE, BEING A SUBDIVISION  
 OF THE SOUTH 1240.01 FEET OF LOT 5 IN ASSESSOR'S  
 DIVISION OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 40  
 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 IN COOK COUNTY, ILLINOIS. PIN #12-29-418-046.

The undersigned hereby certifies that this  
 is a true and actual copy of the original  
 document. *[Signature]*

ORIGINAL  
 DOCUMENT  
 Midland Savings Bank

located in COOK County, Illinois.  
 TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.)  
RR Note, Disclosure and Security Agreement dated February 20, 1994

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated \_\_\_\_\_, with initial annual interest rate of \_\_\_\_\_%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on February 24, 2000 if not paid earlier.  
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Nineteen Thousand and 00/100 Dollars (\$ 19000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  
 A copy of the loan agreement establishing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.  
 Commercial  Consumer

SIGNATURES:  
Stanislaw Mioduszeowski  
 STANISLAW MIODUSZEWSKI  
Elzbieta Mioduszeowska  
 ELZBIETA MIODUSZEWSKI  
Stanislaw Mioduszeowski  
 STANISLAW MIODUSZEWSKI  
Czeslaw Mioduszeowski  
 CZESLAW MIODUSZEWSKI

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