After Recording Return To:

PEELLE MANAGEMENT CORPORATION

ASSIGNMENT JOB #90603 P.O. BOX 1710 CAMPBELL, CA 95009-1710 1-408-866-6868

4357

ASSIGNMENT OF MORTGAGE/DEED OF TRUST 27-005(F)

2660912

FOR VALUE RECEIVED, RESIDENTIAL FUNDING CORPORATION

8400 NORMANDALE LAKE BOULEVARD, SUITE 600 MINNEAPOLIS, MINNESOTA 55437

hereby grants, assigns and transfers to:

THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE

ONE FIRST NATIONAL PLAZA, SUITE 0126,

CHICAGO, ILLINOIS 60670-0126

its successors and assigns, all beneficial interest under that certain Mortgage/Deed of Trust:

DATED:

05/01/98

EXECUTED BY: RUSSELL F TILLACK

VINCENT **SABINO**

TO TICOR TITLE INSURANCE CORPORATION AS TRUSTEE

TO/FOR:

INVESTORS MORTGAGE COMPANY LIMITED PARTNERSHIP

RECORDED IN BOOK: 598

DOCUMENT NUMBER: 0439 434 PAGE: 22/0

RECORDED ON: 5/12/98 IN THE OFFICE OF THE RECORDER OF: DOUGLAS COUNTY

STATE OF NEVADA

APN#, 29-364-20

608 PATRICIA COURT **GARDNERVILLE**

NEVADA

89410-0000

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage/Deed of Trust.

DATED 07/02/99

RESIDENTIAL FUNDING CORPORATION

ARTISTEN WHITE ASSISTANT SECRETARY

STATE OF MINNESOTA COUNTY OF HENNEPIN)

On this 07/02/99, before me, a Notary Public, personally appeared KRISTEN WHITE

8400 NORMANDALE LAKE BOULEVARD, SUITE 600

MINNEAPOLIS, MINNESOTA 55437 personally known to me to be the person who executed the within instrument as

ASSISTANT SECRETARY

RESIDENTIAL FUNDING CORPORATION

and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.

Prepared by: KRISTEN WHITE

Residential Funding Corporation Attn: Loan Delivery.

8400 Normandale Lake Boulevard, Suite 600 Minneapolis, MN 55437

0486619

N

BK0200PG3132

S. MAKOUSKY Notary Public Minnesota

My Commission Expires 1/31/2000

Prepared by:

INVESTORS MORTGAGE COMPANY LIMITED PARTNERSHIP 1000-124TH AVENUE N.E., SUITE 101 BELLEVUE, WA 98005

2660912 <u>M76132CH</u>

[Space Above This Line For Recording Data]-

Loan Number: 110787

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 01, 1998 RUSSELL F. TILLACK, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND VINCENT SABINO, AN UNMARRIED MAN

The grantor is

("Borrower"). The trustee is TICOR TITLE INSURANCE CORPORATION

("Trustee"). The beneficiary is INVESTORS MORTGAGE COMPANY LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP

which is organized and existing under the laws of address is 1000-124TH AVENUE N.E., SUITE 101

WASHINGTON

, and whose

BELLEVUE, WA 98005 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifteen Thousand Five Hundred & 00/100

Dollars (U.S. \$ 115,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 01, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the

NEVADA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

6H(NV) (9708).01

Form 3029 9/90

Amended 1,2/93

Page 1 of 8 DDS-NV2

VMP MORTGAGE FORMS - (800)521-7291

0486619 BK0200PG3133 IS TO BE A TRUE AND CORRECT FOR DIMAL DOCUMENT.

following described property located in DOUGLAS County, Nevada: LOT 808, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 27, 1974, IN BOOK 374, PAGE 676, AS FILE NO. 72456.

which has the address of 608 PATRICIA COURT GARDNERVILLE [City], Nevada 89410

[Street], [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to

-6H(NV) (9708).01

Page 2 of 8

Initials: 78 RT 93 Form 3029 9/90

REQUESTED BY

Reelle Mant Corp

IN OFFICIAL RECORDS OF

DOUGLAS CO., NEVADA

2000 FEB 22 AM 11: 50

LINDA SLATER
RECORDER

PAIDK DEPUTY

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