

9196-3455



RECEIVED

AUG 19 1 28 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

When Recorded Return to:

Nova Mortgage Credit Corporation
5105 DTC Parkway, Suite 310
Englewood, Colorado 80111

Space Above for Recorder's Use

CORPORATION ASSIGNMENT OF TRUST DEED

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to: _____

FIRST UNION HOME EQUITY BANK, N.A.

all beneficial interest under that certain Deed of Trust Dated: AUGUST 8, 1996

Executed by: JOSEPH MANDOLFO and NANCY R. MANDOLFO, HUSBAND AND WIFE, Trustor, to:
CHARLES V. SEDERSTROM JR., 10330 REGENCY PARKWAY DRIVE, OMAHA, NEBRASKA 98144,
Trustee, and recorded as Document No. _____, on August 19, 1996 in Book

4806, Page 504, of Official Records in the County Recorders
Office of DOUGLAS County, NEBRASKA, describing land therein as:

UNIT 1, MANDOLFO CONDOMINIUM PROPERTY REGIME, A CONDOMINIUM ORGANIZED
UNDER THE LAWS OF THE STATE OF NEBRASKA, PURSUANT TO DECLARATION, FILED
APRIL 10, 1995 IN BOOK 2001, PAGE 574, DEED RECORDS OF DOUGLAS COUNTY,
NEBRASKA.

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DEL C/O COMPL
LEGAL PG SCAN FV

Together with the note therein described or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust. This assignment is without recourse.

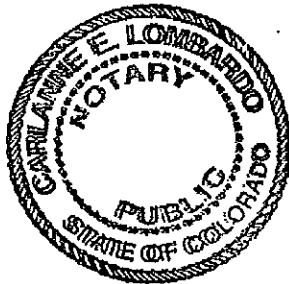
NOVA MORTGAGE CREDIT CORPORATION

By Amzie Grant

AMZIE GRANT, ASSISTANT SECRETARY

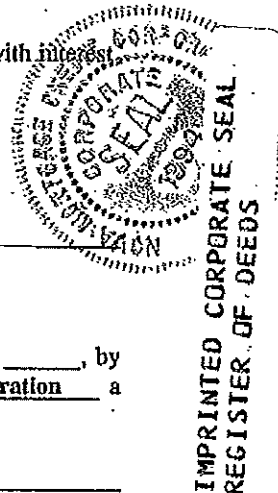
State of. COLORADO, COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this AUGUST 8, 1996, by AMZIE GRANT, ASSISTANT SECRETARY Nova Mortgage Credit Corporation a Nevada corporation, on behalf of the corporation.



Carlanne E. Lombardo
Notary Public

MY COMMISSION EXPIRES: 6/12/99



ADJUSTABLE RATE RIDER

(Six Months -- LIBOR Index)

THIS ADJUSTABLE RATE RIDER is made this 8th day of August, 1996, and is incorporated and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (*the "Security Instrument"*) of the same date given by the undersigned (*the "Borrower"*) to secure Borrower's Adjustable Rate Note (*the "Note"*) to Merrill Lynch Credit Corporation, a Delaware corporation (*the "Lender"*) of the same date and covering the property described in the Security Instrument and located at:

14243 Hamilton Street Omaha, Nebraska 68154

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates


The interest rate I will pay may change on the first day of March, 1997, and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

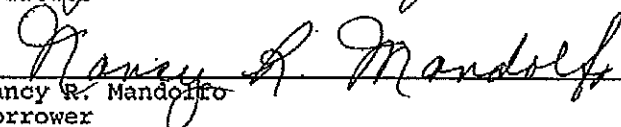
PrimeFirst/LIBOR
(08-01-96) PRSTLR

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


_____(Seal)
Joseph R. Mandolfo
Borrower


_____(Seal)
Nancy R. Mandolfo
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

