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GROSS POINT

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ASSIGNMENT OF LIEN

STATE OF ILLINOIS

)§ .: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

THIS ASSIGNMENT is made between UNIVERSITY REAL ESTATE
INVESTORS-80, a California limited partnership, having offices at
1601 LBJ Freeway, Suite 800, Dallas, Texas 75234 (the "Assignor"), and
COLONIAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan
association, having an office at 808 Moorfield Park Drive, Suite 300,
Richmond, Virginia 23236 (the "Assignee").

WITNESSETH:

WHEREAS:

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A. Assignor is the present legal and equitable owner and holder of the following (escribed promissory note (the "Note"):

Original principal amount of: \$300,000.00

Dated: June 18, 1906

Made by ("Maker"): American National Bank and Trust

Company of Chicago, as Trustee for

Raybec Investment Co., Ltd.

Payable to the order of ("Payee"): University Real Estate

Investors-80

B. The Note is secured by a certain third mortgage (the "Mortgage") of even date with the Note, which is a lien against the property described on **EXHIBIT A** attached hereto and made a part hereof, and which Mortgage was:

Recorded as: Document 86249826, on June 19, 1986.

Recorded in: County Clerk's Office of Cock County,

Illinois

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

STACET H. LANE, EGQ. ILYNE R. MENDULSON, ESQ.

William S. Friedman.

1270 Avenue of the Americas 441 Fifth Ave

saire 1400 5th Plon

New York, New York 10020- 100/6

BON 888-117

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C. Assignor has agreed to convey to Assignee all of Assignor's interest in the Note, Mortgage and Assignment;

NOW THEREFORE, for good and valuable consideration paid to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED and by these presents TRANSFERS, ASSIGNS, GRANTS and CONVEYS unto Assignee the Note, Mortgage and Assignment together with all liens, and any superior title, held by the Assignor securing the payment thereof.

- I. This Agreement is without recourse, warranty or representation, express or implied, except the Assignor covenants that, as of the date hereof:
- (1) Assignor is the owner of the Note with full power to sell and assign the same and has not pledged, sold, assigned, hypothecated or transferred the same.
- (ii) There is due and owing on the Note the principal sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000).
- (iii) There is presently no accrued and unpaid interest on the principal sum of the $Ne^{\pm a}$.
- (iv) Maker of the Note has asserted no offset, counterclaim or defense of any kind as regards the Note, the indebtedness evidenced thereby or any other indebtedness described in the Mortgage or Assignment.
- (v) Assignor has executed no release, discharge, satisfaction or cancellation of the Note or any part thereof.
- (vi) Assignor has executed no release, discharge, satisfaction or cancellation of the Mortgage or Assignment or of any portion of the security described in said Mortgage or Assignment.
- (vii) Except as stated in this Agreement, Assignor has executed no instrument of any kind affecting the Note or Mortgage, nor has Assignor executed any instrument of any kind affecting the liability of the Maker of the Note.
- (viii) No Event of Default, and to the best of Assignor's knowledge no event, which with the giving of notice or the passage of time or both, has occurred with respect to the Mortgage. To the best of Assignor's knowledge, Maker has no offset against the Note.
- (ix) To the best of Assignor's knowledge, the Prior Note and Prior Lien referred to in the Mortgage are not in default.

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(x) To the best of the Assignor's knowledge, the Parking Lease referred to in the Mortgage is not in default.

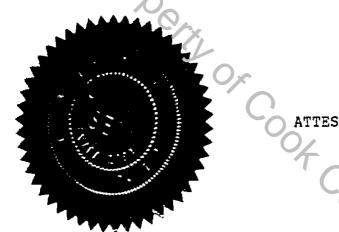
IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on its behalf, by its duly authorized general partner, as of the 27 day of August, 1987.

ASSIGNOR:

UNIVERSITY REAL ESTATE INVESTORS-80

SOUTHMARK INVESTMENT GROUP, INC., as General Partner

Robert A. Kennedy Vice President



Y: As Oka Signature of the Signature of

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Property of Cook County Clark's Office

STATE	OF	NEW	YORK)	
)	SS.
COUNTY	7 01	NEU	I YORK)	

I, Debral Auerbach ___, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert A. Kennedy, personally known to me to be the Vice President of Southmark Investment Group, Inc., a Nevada corporation in its capacity as general partner of University Real Estate Investors-80, a California limited partnership, and Sharon H. Couture, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation on behalf of the limited partnership, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and as the act of said limited partnership.

Given under my nard and official seal this 27 day of August , 1987.

Committee

Notary Public

My commission expires:

9/30/89

DEBRA L. A. ERBACH
OF Public State of New York
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Quality

DEBRAL AUERBACH
Notary Public series of New York
Notary Public series of New York
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Commission 5 1998

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LEGAL DESCRIPTION

PARCEL I:

The North 75.0 feet of Lot 1 in Carl Schnut's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, which lies Mesterly of the Mesterly right of way line of the Edens Expressway and Easterly of the center line of Gross Point Road (except that part dedicated for public road);

Parcel II:

All of Lot 1, all of int 2, Lot 3 (except the South 50 feet thereof) and Lot 4 (except the South 50 feet thereof) all in the Subdivision of and Lot 4 [except the South 50 feet thereof) all in the Subdivision of that part of Let 1 in Corl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 15, East of the Third Principal Meridian which lies Westerly of the Nesterly right of way of the Edens Expressway and Easterly of the Center line of Gross Point Road (except the North 75.0 feet thereof) according to the plat recorded January 18, 1955 as Document Number 16125363, all in Cook County, 172nois.

Parcel III:

Lensehold Estate created by that tertain indenture of lease from The Natural Gas Pipe Line Company of America. A Corporation of Delaware, to Chicago Title and Trust Company, A Corporation of Illinois, as trusted under trust agreement dated February 15, 1968 and known as trust number 51741 dated September 23, 1968 and trusted September 4, 1973 as Document Number 22463837 and as amended by the instrument dated July 16, 1973 and recorded September 4, 1973 as Document Number 22463838 and as further amended and extended by Document 22944831 demising and leasing for a term of years beginning October 1, 1973 and ending September 31, 2020 the following described premises, to wit: The South 50 feet of Lots 3 and 4 in the Subdivision of that part of Lot 1-in Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, which lies Mesterly of the Mesterly right of way line of Edens Expressway and Easterly of the Conter line of Gross Point Road (except the North 75.0 feet thereof) in Cook County, Illinois. thereof) in Cook County, Illinois.

EXHIBIT A

B C.O. 7855 Grosse Point Pa 10-29-208-009 201 10-29-208-01/ # Skokie 10-28-208-012 20-1 015 Let. 3-53 W. BRO 016 dt. 3.56 8.

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