608:131/32087

GROSS POINT

AMENDED 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 AVINGS 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:

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

Original principal amount of: \$2,225,000

Dated: June 18, 1986

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

Company of Chicago, as Trustee for

Raybet Investment Co., Ltd.

Payable to the order of ("Payee"): University Real Estate Investors-80

The Note is secured by a certain second 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 86249825, on June 19, 1986.

Recorded in: County Clerk's Office of Cook Sounty,

Illinois

BOX 333 - TH 1)

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

JOAN N. HAYDEN, ESQ. William S. Friedman, 1270 Avenue of the Americas Suite 1400 New York, New York 10020

This Amended Assignment of Lien is recorded to correct the property description on Exhibit A of the Assignment of Lien recorded on March <u>24</u>, 1987, as Document No. <u>87154645</u>.

Property of Cook County Clerk's Office

The Note is additionally secured by an Assignment of Leases, Rents and Profits (the "Assignment") of even date with the Note, which Assignment was:

Recorded as: Document 86249827, on June 19, 1986;

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 ticle, held by the Assignor securing the payment thereof.

- This Agreement is without recourse, warranty or representation, express or implied, except the Assignor covenants that, as of the date hereof:
- (i) 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 came.
- There is due and owing on the Note the principal sum of TWO MILLION TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$2,225,000).
- (iii) There is presently no accrued and unpaid interest on the principal sum of the Note.
- (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, Mortgage or the Assignment nor has Assignor executed any instrument of any kind affecting the liability of the Maker of the Note affecting the liability of the Maker of the Note.
- (viii) Assignor has collected no escrow deposits under the Mortgage except \$10,985.88 for ad valorem taxes, insurance premiums and assessments.

Andrew Company

The second section of the section of the second section of the section

Sony or Coot County Clert's Office Ô

e in 1 mg, bit man egy (m. 18 1888 – 1886 – m. 1870 – man militari

en de la composition della com

And the second of the second o

A foliable application of the control of the contro

87196270

(ix) 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.

- (x) To the best of Assignor's knowledge, the Prior Note and Prior Lien referred to in the Mortgage are not in default.
- (xi) 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 3/ day of March, 1987.

ASSIGNOR:

UNIVERSITY REAL ESTATE INVESTORS-80

By: SOUTHMARK INVESTMENT GROUP, INC., as General Partner

Ву

Vice President

56AL .A

[CORPORATE SEAL]

ATTEST:

Assistant Secretary

8719627

Cook County Clark's Office

COOK COUNTY, ILLINOIS FILED FOR RECORD

STATE OF NEW YORK

) ss.:

1987 APR 14 PM 12: 04

COUNTY OF NEW YORK)

87196270

I, Mary Elizabeth Montagnino, a Notary Public and for said County, in the State aforesaid, do hereby certify that ____, a Notary Public in 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.

March

Given under my hand and official seal this $\frac{3}{5}$ day of _____, 1987.

Notary Public

My commission expires:

MARY ELIZABETH MUNTAGNINO
Notary Public, State of Jew York
No. 2401M0487 2777
Qualified in Kings Court
Certificate filed in New York County
Contrained Express September 30

988111

The state of the s

Coot County Clert's Office

LEGAL DESCRIPTION

PARCEL I:

The North 75.0 feet of Lot 1 in Carl Schnur's Subdivision of part of the Northeast 20 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 Westerly 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 11:

All of Lot 1, all of Lot 2, Lot 3 (except the South 50 feet thereof) and Lot 4 (except the South 50 feet thereof) all in the Subdivision of that part of Lot 1 in Carl Schnur 5 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 Westerly of The Westerly 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, Illinois.

Parcel III:

Lensehold Estate created by that tertain indenture of fease from The Natural Cas Pipe Line Company of America, A Corporation of Delaware, to Chicago Title and Trust Company, A Corporation of Illinois, as trustee under trust agreement dated February 15, 1968 and known as trust number \$1741 dated September 23, 1968 and recorded September 4, 1973 as Document Number 22463837 and as amended by the instrument dired 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 wir: 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 Westerly right of way line of Edens Expressway and Easterly of the center line of Gross Point Road (except the North 75.0 feet thereof) in Cook County, Illinois.

10-29-208.009 98BEO 1855 Grosspuint Poul.

Property of Cook County Clark's Office