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535901 Haverford at Schaumburg

Prepared by:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

90040599

Dwight L. Nye, Esq.
Gibson, Dunn & Crutcher
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201

ASSIGNMENT OF MORTGAGE LIEN

THE STATE OF ILLINOIS

COUNTY OF COOK

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KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, pursuant to the mortgage or deed of trust hereinafter described (herein called the "Mortgage Deed"), the grantor hereinafter described has conveyed and assigned certain properties, rights and interests more particularly described in the Mortgage Deed upon the real estate described in Exhibit A attached hereto and made a part hereof to secure the payment of the promissory note hereinafter described (the "Note"), which Note is payable to the order of The Lomas & Nettleton Company (now named Lomas Mortgage USA, Inc. and herein called "Assignor"), together with interest as provided therein, and which Mortgage Deed and Note are more particularly described as follows:

Mortgage Deed (With Security Agreement and Assignment of Rents and Leases) dated October 28, 1988, (the "Mortgage"), executed by Haverford at Schaumburg Limited Partnership, securing payment of a Promissory Note dated of even date with said Mortgage in the amount of \$ 62,460.00, which Mortgage was recorded in the Official Records of Cook County, Illinois, as Document No. 88531774 [Lomas Loan No. 535901]; and

WHEREAS, Assignor has heretofore been the legal owner and holder of the Note and all security therefor, holding the same as nominee for Lomas Financial Corporation (previously named Lomas & Nettleton Financial Corporation and herein called "Assignee") and Lomas & Nettleton Mortgage Investors (herein called "Investors") pursuant to a Participation Agreement between Assignee and Investors dated July 28, 1970, and a related Certificate of Participation executed by Assignor, Assignee and Investors, a copy of which Certificate of Participation is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, as provided in such Participation Agreement and Certificate of Participation, Assignee has an undivided 20% interest in the Note and Investors an undivided 80% interest; and

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE COURT
111 N. LAUREL ST.
CHICAGO, ILL. 60602
TELEPHONE 312-443-2000
FAX 312-443-2001
WWW.COOKCOUNTYCLERK.COM

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WHEREAS, Assignor has now endorsed and delivered the Note to Assignee, as Trustee for Assignee itself, for Investors and for their respective successors and assigns;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign, set over and deliver to Assignee the Note and the Deed of Trust, together with all liens, estates, rights, interests, security interests, powers, privileges and any superior title evidenced by the Deed of Trust or otherwise securing the payment of the Note

TO HAVE AND TO HOLD the Note and the Deed of Trust and such liens, estates, rights, interests, security interests, powers, privileges and any superior title unto Assignee, its successors and assigns, forever.

Assignor expressly warrants and represents that: (a) as nominee of Assignee and Investors, Assignor is the owner and holder of the Note, beneficiary under the Deed of Trust, and has full and good title to all liens, estates, rights, interests, security interests, powers, privileges and any superior title evidenced by the Deed of Trust or otherwise securing the payment of the Note; (b) Assignor has full right, power and authority to transfer the foregoing, in trust as aforesaid, free of lawful claim of any person other than Assignee and Investors; (c) the Deed of Trust and the Note have not been modified; (d) the Deed of Trust and the Note are valid and binding obligations of the grantor and maker thereof, enforceable against such grantor and maker in accordance with their terms; (e) on the date hereof there is no past due interest or other amount due and unpaid on the Note; (f) Assignor has not executed any release or subordination relating to the Deed of Trust or any liens, estates, rights, interests, security interests, powers, privileges and any superior title created by the Deed of Trust or otherwise securing the payment of the Note; (g) the indebtedness evidenced by the Note is the only indebtedness secured by the Deed of Trust; and (h) there are no offsets or defenses against the enforcement of the Note or the Deed of Trust or any other instrument securing the payment of the Note.

Assignor will, on request of Assignee, (a) promptly correct any defect, error or omission which may be discovered in the contents of this Assignment of Lien or in any other instrument now or hereafter executed in connection herewith or in the execution or acknowledgement thereof; (b) execute, acknowledge, deliver and record or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Assignment of Lien; and (c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Assignee to enable

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Assignee to comply with the requirements or requests of any agency having jurisdiction over Assignee or any examiners of such agencies with respect to the interests assigned herein.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Lien this 18th day of December, 1989.

LOMAS MORTGAGE USA, INC.

By: Michael L. Kerr

Michael L. Kerr,
Authorized Officer

ACCEPTED and AGREED TO as of the aforesaid date, by Lomas Financial Corporation, trustee as aforesaid, for and on behalf of itself, Lomas & Nettleton Mortgage Investors, and their respective successors and assigns.

LOMAS FINANCIAL CORPORATION

By: Michael L. Kerr

Michael L. Kerr,
Authorized Officer

ACCEPTED and AGREED TO as of the aforesaid date by Lomas & Nettleton Mortgage Investors, for and on behalf of itself and its successors and assigns.

LOMAS & NETTLETON MORTGAGE INVESTORS

By: Carey B. Wickland

Carey B. Wickland,
Senior Executive Vice President

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

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THE STATE OF TEXAS

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COUNTY OF DALLAS

On this 18th day of December in the year 1989, before me, a Notary Public in and for the State of Texas, personally appeared MICHAEL L. KERR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as an Authorized Officer of LOMAS MORTGAGE USA, INC., a Connecticut corporation, on behalf of said corporation, and acknowledged to me that said corporation executed it.

Cheryl W. Powell

Notary Public, State of Texas

My Commission Expires:

Cheryl W. Powell

(Printed Name)

August 28, 1993

THE STATE OF TEXAS

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COUNTY OF DALLAS

On this 18th day of December in the year 1989, before me, a Notary Public in and for the State of Texas, personally appeared MICHAEL L. KERR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as an Authorized Officer of LOMAS FINANCIAL CORPORATION, a Delaware corporation, on behalf of said corporation, and acknowledged to me that said corporation executed it.

Cheryl W. Powell

Notary Public, State of Texas

My Commission Expires:

Cheryl W. Powell

(Printed Name)

August 28, 1993

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THE STATE OF TEXAS

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COUNTY OF DALLAS

On this 18th day of December in the year 1989, before me, a notary public in and for the State of Texas, personally appeared CAREY B. WICKLAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Senior Executive Vice President of LOMAS & NETTLETON MORTGAGE INVESTORS, a Massachusetts business trust, on behalf of said trust, and acknowledged to me that said trust executed it.



Notary Public, State of Texas

My Commission Expires:

August 28, 1993

Cheryl W. Powell

(Printed Name)

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A.L.T.A. LENDER'S FORM

SCHEDULE A

Number S1184321

Amount of Policy \$629,460.00
Date of Policy: November 17, 1988

1. Name of Insured:

LOMAS MORTGAGE USA, INC.

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

FEE SIMPLE.

3. The estate or interest referred to herein is at date of Policy vested in:

HVERFORD AT SCHAUMBURG LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

MORTGAGE DATED OCTOBER 28, 1988 AND RECORDED NOVEMBER 17, 1988 AS DOCUMENT NUMBER 88-531774, MADE BY HVERFORD AT SCHAUMBURG LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, TO LOMAS MORTGAGE USA, INC., TO SECURE AN INDEBTEDNESS OF \$629,460.00.

5. The land referred to in this Policy is described as follows:

PARCEL 1: LOTS 13-4, 13-5, 13-6 AND 13-7 IN HVERFORD AT SCHAUMBURG, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ACROSS ALL OF LOT 13 FOR THE BENEFIT OF LOTS 13-1 THROUGH 13-32 (INCLUSIVE) AS SHOWN ON RECORDED PLAT OF SUBDIVISION AS DOCUMENT NUMBER 88-394420.

PIN: 07-24-200-003

Countersigned:



AUTHORIZED SIGNATORY

This Policy valid only if Schedule B is attached.

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Yvonne Wilkerson
Authorized Officer

96040599

By:

Lomas Mortgage USA, Inc.

Yvonne Wilkerson

By:

Lomas & Nettleton Mortgage Investors

Yvonne Wilkerson
Authorized Officer

By:

Lomas Financial Corporation, formerly
known as Lomas & Nettleton Financial
Corporation

This loan is made payable to Lomas Mortgage USA, Inc.,
a wholly owned subsidiary and nominee of the Principal; however,
beneficial ownership is as outlined in the foregoing paragraph.
Executed this _____ day of _____, 19____, as of
the _____ day of _____, 19____.

Mortgaged Real Property located in County _____ State of _____

Date of Loan: _____

Amount of Loan: _____

Borrower's Name: _____

Loan Number: _____

Agreement:

In accordance with paragraph 1 of that certain Participation Agreement dated July 28, 1970, (the "Participation Agreement"), which is incorporated herein by reference, between Lomas & Nettleton Financial Corporation (the "Principal") and Lomas & Nettleton Mortgage Investors (the "Participant"), the Principal and the Participant hereby certify that the following described mortgage loan (the "Loan") is to be held in Trust by the Principal or one of its subsidiaries on behalf of the Participant in accordance with the terms and conditions of the Participation

- DEPT-01
- 147777 TRAN 08/25/90 11:56:00
- 47324 F * -90-040599
- COOK COUNTY RECORDER

\$18.50

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