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Douglas S. Slayton
301 S.W. Adams, Ste. 700
Peoria, IL 61602-1574

ASSIGNMENT OF LOAN
AND
COLLATERAL DOCUMENTS

This Assignment of Loan and Collateral Documents (this "Assignment") is entered into by Community Bank of Greater Peoria, an Illinois bank ("Assignor"), and Imperial Fund I L.P., a Texas limited partnership ("Assignee") and is being executed and delivered pursuant to that certain Purchase and Assumption Agreement dated as of November 1, 1993 (the "Purchase Agreement"), among Assignor, J-Hawk Corporation, a Texas corporation ("J-Hawk") and First Boston Mortgage Capital Corp., a Delaware corporation ("First Boston"; J-Hawk and First Boston are hereinafter referred to collectively as "Purchaser"). The rights of Purchaser under the Purchase Agreement have been assigned to Assignee pursuant to an Assignment dated November 11, 1993. The Purchase Agreement provides for, among other things, the sale, conveyance and transfer by Assignor to Assignee of the Loan described on Exhibit A attached hereto and incorporated herein by this reference (the "Loan"), together with the Collateral Documents relating to the Loan.

Each of the Collateral Documents relating to the Loan which was recorded in the Land Records of the jurisdiction in which the related Collateral is situated, and the related recording information and legal description of the real property, is set forth on Exhibit A hereto.

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Assignor, and for the purpose of effecting such sale, conveyance and transfer pursuant to the provisions of the Purchase Agreement, Assignor and Assignee agree as follows:

94397080

1. Certain Definitions. Capitalized terms that are used but not defined herein shall have the respective meanings assigned to those terms in the Purchase Agreement.

2. Assignment by Assignor. Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, its successors and assigns, the Loan and the Collateral Documents related thereto and all of Assignor's right, title and interest and claim in, to and under the Loan and the Collateral Documents related thereto, together with all rights, powers, privileges, options and other benefits of Assignor under the Loan and the Collateral Documents related thereto. This Assignment is made without recourse and without representation or warranty of any kind except as expressly set forth in the Purchase Agreement.

3. Assumption by Assignee. Assignee hereby expressly assumes all of the covenants and obligations of Assignor as lender to be performed under the Loan and Collateral Documents which shall arise

This document was prepared by: Douglas M. Hambleton, Esq.,
Vedder, Price, Kaufman & Kammholz, 222 North LaSalle Street,
Chicago, Illinois 60601

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or which are required to be performed on and/or after the date of this Assignment, and hereby agrees to be bound by the terms and conditions of the Loan and Collateral Documents as if it were the lender named therein.

TO HAVE AND TO HOLD the Loan and the Collateral Documents related thereto, together with all rights and privileges thereunto belonging to Assignor, unto Assignee and the successors and assigns of Assignee forever.

4. Indemnification. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all damages, losses, costs or expenses arising out of the default or failure of Assignee to perform its obligations under paragraph 3 hereof, including, without limitation, reasonable attorneys' fees and other out-of-pocket costs.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

COMMUNITY BANK OF GREATER PEORIA,
an Illinois bank

By: 
Name: James P. Smith
Title: Vice President

94397080

Accepted this 17 day of November, 1993:

~~IMPERIAL FUND I L.P.,
a Texas limited partnership~~

~~By: _____
Name: _____
Its: General Partner~~

IMPERIAL FUND I L.P.,
a Texas limited partnership
By: Imperial Fund Corporation, General Partner

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Kathy J. McNair, Sr. Vice President

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State of Illinois

County of Peoria , ss:

The foregoing instrument was acknowledged before me, this 17 day of November, 1993, by James P. Smith , the Vice President of Community Bank of Greater Peoria, an Illinois bank.



Notary Public,

Rachel A. Greenwood

My Commission Expires:

1-4-97

State of Illinois

County of Peoria , ss:

The foregoing instrument was acknowledged before me, this _____ day of Novemoer, 1993, by _____, the _____ of Imperial Fund I L.P., a Texas limited partnership.

Notary Public

My Commission Expires: 94397080

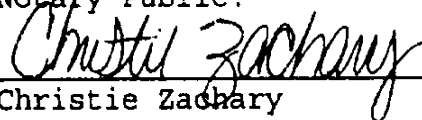
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State of Texas

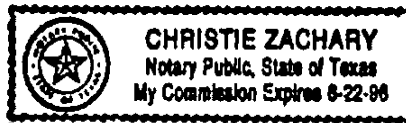
County of McLennan , ss:

The foregoing instrument was acknowledged before me, this 17th day of November, 1993, by Kathy S. McNair, the Sr. Vice President of Imperial Fund Corporation, acting as the sole general partner of Imperial Fund I L.P., a Texas limited partnership.

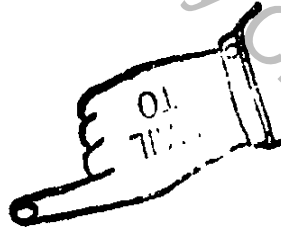
Notary Public:


Christie Zachary

My Commission Expires: 6-22-96



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EXHIBIT "A"

Loan Number 5087

One certain Promissory Note dated January 31, 1986 made by Community Bank of Greater Peoria, as lender, to Pearlie Mae Lee and Ronald M. Thomas, as Borrower, in the original principal sum of \$23,768.23. Said note is secured by the following Mortgage.

Mortgage dated January 31, 1986 from Pearlie Mae Lee and Ronald M. Thomas, to Community Bank of Greater Peoria, Filed April 23, 1986 and recorded at document # 86-157581 in Cook County, Illinois against the following property:

Lot 27 in Block 2 in the subdivision of that part of the East half of the West Half of the South East quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, North of the Center of Ogden Avenue, in Cook County, Illinois.
16-23-402-020-0000

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