

K-52374

**AMENDMENT TO ASSIGNMENT OF LEASES,
RENTS AND SECURITY DEPOSITS**Dated as of May 29, 1998

by and among

LXP I, L.P. and LXP II, L.P.
having an address at
c/o Lexington Corporate Properties Trust
355 Lexington Avenue
New York, New York 10017

as Assignor

and

LASALLE NATIONAL BANK
having an address at
c/o Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660

as Assignee

Prepared and drafted by and after recording return to:
Irell & Manella LLP

840 Newport Center Drive, Suite 400
Newport Beach, California 92660
Attn: Stacie L. Butts, Esq.

Maximum principal indebtedness for Tennessee recording tax purposes is \$0.

THIS INSTRUMENT SECURES FUTURE ADVANCES AND IS FOR COMMERCIAL PURPOSES

AMENDMENT TO ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS

THIS AMENDMENT TO ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS ("Amendment to Assignment") is dated as of the 29th day of May, 1998 ("Effective Date"), by and among LXP I, L.P., a Delaware limited partnership, and LXP II, L.P., a Delaware limited partnership (collectively, "Assignor"), and LASALLE NATIONAL BANK, as Trustee under Trust and Servicing Agreement dated May 19, 1995 for LXP FUNDING CORP. Commercial Mortgage Pass-Through Certificates ("Assignee"). Unless otherwise defined herein, all capitalized terms used in this Amendment to Assignment shall have the same meanings ascribed to such terms in the Original Assignment (as hereinafter defined), as amended hereby.

RECITALS

A. On or about May 19, 1995, Pacific Life Insurance Company and Lexington Mortgage Company (collectively, "Lender") made a loan to Assignor in the aggregate principal amount of Seventy Million One Thousand Dollars (\$70,001,000) ("Loan").

B. The Loan is evidenced by, among other things, that certain (i) Class A Mortgage Note dated May 19, 1995, executed by Assignor in favor of Lender, in the original principal sum of Thirty-Four Million Dollars (\$34,000,000) (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Original Class A Note"), (ii) Class B Mortgage Note dated May 19, 1995, executed by Assignor in favor of Lender, in the original principal sum of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Original Class B Note"), (iii) Class C Mortgage Note dated May 19, 1995, executed by Assignor in favor of Lender, in the original principal sum of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Original Class C Note"), and (iv) Class R Mortgage Note dated May 19, 1995, executed by Assignor in favor of Lender, in the original principal sum of One Thousand Dollars (\$1,000) (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Original Class R Note") (the Original Class A Note, the Original Class B Note, the Original Class C Note, and the Original Class R Note are collectively referred to as the "Original Notes").

C. The Loan is secured by, among other things, that certain (i) Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of May 19, 1995 (together with all extensions, renewals and modifications thereof heretofore executed, the "Original Mortgage"), executed by Assignor in favor of First American Title Insurance

Company ("Trustee"), as trustee, for the benefit of Lender, recorded in the places and on the dates set forth on Schedule I attached hereto, (ii) Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of the date hereof (together with all extensions, renewals and modifications thereof heretofore executed, the "Substitute Property Mortgage"), executed by Assignor in favor of Trustee for the benefit of Assignee and encumbering the Substitute Properties (as hereinafter defined), (iii) Assignment of Leases, Rents and Security Deposits dated as of May 19, 1995, executed by Assignor and Lender (together with all extensions, renewals and modifications thereof, the "Original Assignment"), recorded in the places and on the dates set forth on Schedule II attached hereto, (iv) Assignment of Leases, Rents and Security Deposits dated as of the date hereof, executed by Assignor and Assignee and encumbering the Substitute Properties (as hereinafter defined) (together with all extensions, renewals and modifications thereof, the "Substitute Property Assignment"), and (v) Cash Collateral Account, Security, Pledge and Assignment Agreement dated as of May 19, 1995, by and among The Bank of New York ("Agent"), Assignor and Lender (together with all extensions, renewals and modifications thereof heretofore executed, the "Original Cash Collateral Agreement").

D. Lender subsequently assigned all of its right, title and interest in and to the Loan, the Original Notes, the Original Mortgage, the Original Assignment, and the other Loan Documents to Assignee.

E. Pursuant to Section 45 of the Original Mortgage, Assignor wishes to substitute as collateral for the Loan the real properties (and the improvements thereon) described on Schedule 1-A attached hereto ("Substituted Properties"), in place of the real property (and the improvements thereon) described on Schedule 1-B attached hereto ("Replaced Property").

F. In recognition of the aforesaid substitution, the parties desire to amend the Original Assignment in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Modification of Original Assignment of Leases, Rents and Security Deposits. The Original Assignment is hereby modified and amended as follows:

(a) Any and all references in the Original Assignment to "Assignee" shall mean LaSalle National Bank, as Trustee under Trust and Servicing Agreement dated May 19, 1995 for LXP FUNDING CORP. Commercial Mortgage Pass-Through Certificates, together with its successors and assigns ("LaSalle"), to the same extent as though LaSalle were one of the original parties thereto.

(b) Any and all references in the Original Assignment to Assignee's principal place of business shall mean c/o Pacific Life Insurance Company, 700 Newport Center Drive, Newport Beach, California 92660.

(c) Any and all references in the Original Assignment to the "Notes" shall mean (i) the Original Class A Note as amended by that certain Amendment to Class A Mortgage Note of even date herewith, executed by Assignor and Assignee (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto), (ii) the Original Class B Mortgage Note as amended by that certain Amendment to Class B Note of even date herewith, executed by Assignor and Assignee (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto), (iii) the Original Class C Mortgage Note as amended by that certain Amendment to Class C Note of even date herewith, executed by Assignor and Assignee (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto), and (iv) the Original Class R Note as amended by that certain Amendment to Class R Mortgage Note of even date herewith, executed by Assignor and Assignee (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto).

(d) Any and all references in the Original Assignment to the "Mortgage" shall mean the Original Mortgage, as amended by that certain Amendment to Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits of even date herewith, executed by Assignor and Assignee (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto).

(e) Any and all references in the Original Assignment to the "Assignment" shall mean the Original Assignment as amended by this Amendment to Assignment (together with all extensions, renewals, amendments, modifications, supplements and restatements thereof or thereto).

(f) Any and all references in the Original Assignment to the "Cash Collateral Agreement" shall mean the Original Cash Collateral Agreement as amended by that certain Amendment to Cash Collateral Account, Security, Pledge and Assignment Agreement of even date herewith, executed by Agent, Assignor and Assignee (together with all extensions, renewals, amendments, modifications, supplements and restatements thereof or thereto).

(g) The second (2nd) full paragraph of the Original Assignment immediately following the heading "WITNESSETH:" is hereby amended by adding the following language to the end of said paragraph before the final semicolon:

", and that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of

Leases, Rents and Security Deposits dated as of May 29, 1998 (together with all extensions, renewals and modifications thereof heretofore executed, the "Substitute Property Mortgage"), executed by Assignor in favor of Trustee for the benefit of Assignee and encumbering the Properties described on pages 22 through 27 of Exhibit A attached hereto (the "Substitute Properties")"

(h) The fourth (4th) full paragraph of the Original Assignment beginning with the phrase "NOW, THEREFORE," is hereby deleted in its entirety and the following language substituted in place thereof:

"NOW, THEREFORE, Assignor, in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and set over unto Assignee, subject to the terms hereof, all of the right, title and interest of Assignor in and to all of those certain leases now or hereafter affecting all or a portion of the real property more particularly described on Exhibit A attached hereto (the "Properties"), together with all rents, security deposits, income and profits arising from said leases, all modifications, renewals and extensions thereof and any guarantees of the lessee's obligations under said leases (each of said leases and all such guarantees, modifications, renewals and extensions relating thereto being individually referred to as a "Lease" and collectively referred to as the "Leases")."

(i) Paragraph B of the Original Assignment is hereby deleted in its entirety with the following language substituted in place thereof:

"B. Payment of all sums with interest thereon becoming due and payable to Assignee under this Assignment, that certain Assignment of Leases, Rents and Security Deposits dated as of May 29, 1998, executed by Assignor and Assignee covering the Leases and Rents from the Substitute Properties (together with all extensions, renewals and modifications thereof, the "Substitute Property Assignment"), the Mortgage, the Substitute Property Mortgage or the other Loan Documents."

(j) Paragraph C of the Original Assignment is hereby deleted in its entirety with the following language substituted in place thereof:

"C. The performance and discharge of each and every obligation, covenant, representation, warranty and agreement of Assignor under this Assignment, the Substitute Property Assignment, the Mortgage,

the Substitute Property Mortgage, the Cash Collateral Agreement and any other Loan Document."

(k) Paragraph 17 of the Original Assignment is hereby amended by deleting the words "Pacific Mutual Insurance Company" and substituting "Pacific Life Insurance Company" in place thereof.

(l) Exhibits A-1 - A-15 of the Original Assignment are hereby deleted in their entirety and the Schedule attached to this Amendment to Assignment as Schedule 2 substituted in place thereof.

2. No Amendment to Original Assignment. Except as expressly set forth in this Amendment to Assignment, the Original Assignment shall remain unmodified and in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms and provisions of this Amendment to Assignment and the terms and provisions of the Original Assignment, the terms and provisions of this Amendment to Assignment shall govern and control.

3. Representations and Warranties.

(a) Assignor represents and warrants that as of the Effective Date:

(i) Assignor has full power and authority to execute, deliver and perform all of its obligations under this Amendment to Assignment. This Amendment to Assignment has been duly and validly authorized, executed and delivered by Assignor and constitutes the legally valid, binding and enforceable obligation of Assignor which has not and will not constitute a breach or default under any material agreement, court order, judgment or law by or under which Assignor is bound or may be affected;

(ii) The Original Assignment is unmodified, except to the extent set forth herein, is in full force and effect and is binding upon Assignor in accordance with its terms;

(iii) No Event of Default or, to Assignor's knowledge, event, which with the giving of notice or the passage of time, or both, would constitute an Event of Default, exists under the Original Assignment; and

(iv) Assignee is not in default in the performance of any of its obligations under the Original Assignment and Assignor has no defense, counterclaim or right of setoff with respect to the obligations of Assignor under the Original Assignment.

4. Governing Law. This Amendment to Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. No Oral Modification. This Amendment to Assignment may not be amended, cancelled, discharged, extended or modified except in writing executed by all of the parties hereto.

6. Counterparts. This Amendment to Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7. Waiver of Jury Trial. ASSIGNOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTES, THE MORTGAGE, THE ASSIGNMENT, THIS AMENDMENT TO ASSIGNMENT, OR ANY OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR.

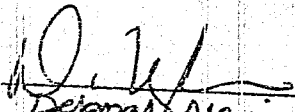
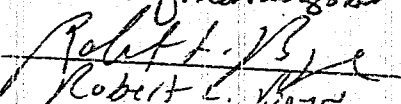
19232


IN WITNESS WHEREOF, this Amendment to Assignment has been duly executed by Assignor and Assignee on the date first hereinabove written.

ASSIGNOR:

LXP I, L.P.,
a Delaware limited partnership

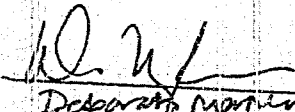
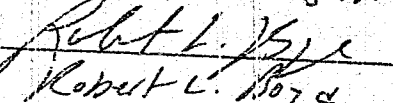
By: LXP I, Inc.,
Its General Partner



Deborah Moringstar

Robert L. Boye

By: 
Name: T. Wilson Edman
Title: Vice President

LXP II, L.P.,
a Delaware limited partnership

By: LXP II, Inc.,
Its General Partner


Deborah Moringstar

Robert L. Boye

By: 
Name: T. Wilson Edman
Title: Vice President

ASSIGNEE:

19233

LASALLE NATIONAL BANK, as Trustee under Trust and
Servicing Agreement dated May 19, 1995 for LXP
FUNDING CORP. Commercial Mortgage Pass-Through
Certificates

By: PACIFIC LIFE INSURANCE COMPANY, its
attorney-in-fact

Signed and acknowledged in the
presence of:

[Signature]
Print Name: Shirley E. Lovelace

[Signature]
Print Name: Darcy Delamore

By: [Signature]
Name: C.S. DILLION
Title: VICE PRESIDENT

Signed and acknowledged in the
presence of:

[Signature]
Print Name: Shirley E. Lovelace

[Signature]
Print Name: Darcy Delamore

By: [Signature]
Name: Janina C. Stallings
Title: Assistant Secretary

19234

(LXP I)

STATE OF NEW YORK)

COUNTY OF NEW YORK)

) ss.

On this 21st day of May, 1998, before me, the undersigned officer, personally appeared T. Wilson Egan, personally known to me and, upon oath, did depose and say that he resides at 355 Lexington Ave. New York NY 10017, that he is the Vice President of LXP I, INC., a Delaware corporation (the "Corporation"), the sole general partner of LXP I, L.P., a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Yoon S. Lee
Notary Public

State of New York

NOTARIAL SEAL

My Commission Expires:

YOONSON S. LEE
NOTARY PUBLIC, State of New York
No. 9115045159
Qualified in Queens County
Commission Expires July 3, 1999

19235
(LXP II)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 21st day of May, 1998, before me, the undersigned officer, personally appeared T. Wilson Eden, personally known to me and, upon oath, did depose and say that he resides at 355 Lexington Ave, New York NY 10017, that he is the Vice President of LXP II, INC., a Delaware corporation (the "Corporation"), the sole general partner of LXP II, L.P., a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation on behalf of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Y. S. Lee
Notary Public
State of New York

NOTARIAL SEAL

My Commission Expires:

YOUSON S. LEE
NOTARY PUBLIC, State of New York
No. 011E5046159
Qualified in Queens County
Commission Expires July 3, 1999

ACKNOWLEDGMENT

19236

State of California

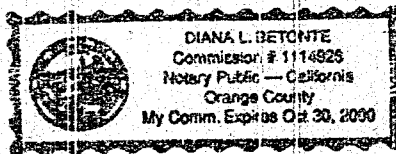
County of Orange

On May 22, 1998 before me, Diana L. Betonte, notary public.
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared C.S. Dillion and Janine Stallings
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon whose behalf the person(s) acted, executed the instrument.

Witness my hand and official seal.



Diana L. Betonte
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☒ CORP. Vice Pres
- OFFICER Asst Sec
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Pacific Life Insurance Company

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Schedule I

Original Mortgage Recording Information

1. Sacramento County, California. Recorded on May 24, 1995, in Book 9505-24, Page 1926, Official Records, as assigned to LaSalle National Bank, as Trustee, pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 24, 1995, in Book 9505-24, Page 1342, Official Records.
2. Stanislaus County, California. Recorded on May 25, 1995, in the Official Records as Instrument No. 95-004, as assigned to LXP Funding Corp. by Assignment recorded May 25, 1995, as Instrument No. 95-0041217-00, as assigned to LaSalle National Bank, by assignment recorded May 25, 1995, as Instrument No. 95-0041218-00.
3. Cook County, Illinois. Recorded on May 22, 1995 as Document 95331383, made by LXP I, L.P. and LXP II, L.P., each a Delaware limited partnership, to First American Title Insurance Company, as Trustee for the benefit of Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Beneficiary, to secure an indebtedness in the amount of \$70,001,000, as assigned to LXP Funding Corp., pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 22, 1995 as Document 95331385, as assigned to LaSalle National Bank, as Trustee, pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 22, 1995, as Document 95334206.
- 4.-5. Calhoun County, Michigan. Recorded on May 25, 1995, in Liber 1802, Page 814, which Mortgage was assigned by Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Assignor, to LXP Funding Corp., as Assignee, by Assignment of Mortgage Collateral Security Documents dated May 19, 1995 and recorded May 25, 1995 in Liber 1803 on Page 49, and further assigned by LXP Funding Corp., as Assignor, to LaSalle National Bank, as Assignee, by Assignment of Mortgage Collateral Security Documents dated May 19, 1995 and recorded May 25, 1995 in Liber 1803 on Page 55, County Records.
6. Clark County, Nevada. Recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00646, as assigned to LXP Funding Corp. in an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00648, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00649.
7. Washoe County, Nevada. Recorded on May 22, 1995, as Document No. 1894855 of Official Records, as assigned to LXP Funding Corp., by an Assignment

of Mortgage Collateral Security Documents recorded May 22, 1995 as Document No. 1894857 of Official Records, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents recorded May 22, 1995, as Document No. 1894858 of Official Records.

8. Camden County, New Jersey. Recorded on May 24, 1995, in Mortgage Book 4363, Page 758, in the Camden County Clerk's Office. Said Mortgage was assigned by Assignment of Mortgage Collateral Security Documents from Lexington Mortgage Company and Pacific Mutual Life Insurance Company to LXP Funding Corp. dated May 19, 1995, recorded May 24, 1995, in Assignment Mortgage Book 792, Page 102. Further assigned by Assignment of Mortgage Collateral Security Documents from LXP Funding Corp. to LaSalle National Bank dated May 19, 1995, recorded May 25, 1995 in Assignment Mortgage Book 792, Page 109.
9. Onondaga County, New York. Recorded in Onondaga County Clerk's Office May 24, 1995 in Book 8113 of Mortgages at page 192, assigned by Lexington Mortgage Company and Pacific Life Insurance Company to LXP Funding Corp. by Assignment dated as of May 19, 1995 and recorded in Onondaga County Clerk's Office May 24, 1995 in Book 8114 of Mortgages at Page 104, and by LXP Funding Corp. to LaSalle National Bank by Assignment dated as of May 19, 1995 and recorded in Onondaga County Clerk's Office May 24, 1995 in Book 8114 of Mortgages at Page 110.
10. Richland County, Ohio. Recorded on May 23, 1995, at 12:31 p.m. and recorded in Volume 365, Page 736 of Richland County Records, as assigned to LXP Funding Corp., by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, filed for record May 23, 1995 at 12:33 p.m. and recorded in Volume 365, Page 971 of Richland County Records, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, filed for record May 23, 1995, at 12:34 p.m. and recorded in Volume 365, Page 977 of Richland County Records.
11. Klamath County, Oregon. Recorded on May 22, 1995, in Volume M95, Page 13294, Mortgage Records of Klamath County, Oregon, to secure the payment of \$70,001,000. By Assignment dated May 19, 1995, recorded May 22, 1995, in Volume M95, Page 13529, Mortgage Records of Klamath County, Oregon, the beneficiary's interest was assigned to LXP Funding Corp. By Assignment dated May 19, 1995, recorded May 22, 1995, in Volume M95, Page 13535, Mortgage Records of Klamath County, Oregon, the beneficiary's interest was assigned to LaSalle National Bank.
12. Lincoln County, Oregon. Recorded on May 22, 1995, in Book 299, Page 2193, of Microfilm Records of Lincoln County, Oregon. Assignment of Mortgage Collateral Security Documents recorded May 22, 1995 in Book 299, Page 2433 of the Microfilm Records of Lincoln County, Oregon.

13. Cumberland County, Pennsylvania. Recorded on May 23, 1995, in Mortgage Book 1263, Page 936, in the Cumberland County Recorder of Deeds Office. Assignment of Mortgage from Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Assignor, to LXP Funding Corp., as Assignee, dated May 19, 1995 and recorded May 23, 1995, in Misc. Book 496, Page 789. Assignment of Mortgage from LXP Funding Corp., as Assignor, to LaSalle National Bank, as Assignee, dated May 19, 1995 and recorded May 23, 1995, in Misc. Book 496, Page 795.

14. Shelby County, Tennessee. Filed for record on May 22, 1995, at 11:53 a.m., as Instrument FB8735 in the Register's Office of Shelby County, Tennessee, securing an indebtedness in the amount of \$10,398,841.50 and validly assigned to LXP Funding Corp. by Assignment dated May 19, 1995, executed by Lexington Mortgage Company and Pacific Mutual Life Insurance Company and filed for record May 22, 1995, at 11:54 a.m., as Instrument FB8737 in said Recorder's Office and validly assigned to LaSalle National Bank by Assignment dated May 19, 1995, executed by LXP Funding Corp. and filed for record May 22, 1995 at 11:55 a.m., as Instrument FB8738 in said Register's Office.

Schedule II

Original Assignment of Leases Recording Information

1. Sacramento County, California. Recorded on May 23, 1995, in Book 9505-23, Page 1568, Official Records, as assigned to LaSalle National Bank, as Trustee, pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 24, 1995, in Book 9505-24, Page 1342, Official Records.
2. Stanislaus County, California. Recorded on May 25, 1995, in the Official Records as Instrument No. 95-0041219-00, as assigned to LXP Funding Corp. by Assignment recorded May 25, 1995, as Instrument No. 95-0041217-00, as assigned to LaSalle National Bank, by assignment recorded May 25, 1995, as Instrument No. 95-0041218-00.
3. Cook County, Illinois. Recorded on May 22, 1995 as Document _____, made by LXP I, L.P. and LXP II, L.P., each a Delaware limited partnership, to First American Title Insurance Company, as Trustee for the benefit of Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Beneficiary, to secure an indebtedness in the amount of \$70,001,000, as assigned to LXP Funding Corp., pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 22, 1995 as Document 95331385, as assigned to LaSalle National Bank, as Trustee, pursuant to the Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded May 22, 1995, as Document 95334206, and their respective successors and assigns, as their interests may appear.
- 4.-5. Calhoun County, Michigan. Recorded on May 25, 1995, in Liber 1803, Page 10, which document was assigned by Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Assignor, to LXP Funding Corp., as Assignee, by Assignment of Mortgage Collateral Security Documents dated May 19, 1995, and recorded May 25, 1995 the Liber 1803 on Page 49, and further assigned by LXP Funding Corp., as Assignor, to LaSalle National Bank, as Assignee, by Assignment of Mortgage Collateral Security Documents dated May 19, 1995 and recorded May 25, 1995, in Liber 1803 on Page 55, County Records.
6. Clark County, Nevada. Recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00647, as assigned to LXP Funding Corp. in an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00648, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, recorded on May 23, 1995, in Book 950523 of Official Records, Clark County, Nevada Records, as Document No. 00649.

7. Washoe County, Nevada. Recorded on May 22, 1995, as Document No. 1894856 of Official Records, as assigned to LXP Funding Corp., by an Assignment of Mortgage Collateral Security Documents recorded May 22, 1995 as Document No. 1894857 of Official Records, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents recorded May 22, 1995, as Document No. 1894858 of Official Records.
8. Carnden County, New Jersey. Recorded on May 24, 1995, in Mortgage Book 4364, Page 1. Said Assignment of Leases, Rents and Security Deposits was assigned by Assignment Mortgage Collateral Security Documents from Lexington Mortgage Company and Pacific Life Insurance Company to LXP Funding Corp. dated May 19, 1995, recorded May 24, 1995, in Assignment Mortgage Book 792, Page 102. Further assigned by Assignment of Mortgage Collateral Security Documents from LXP Funding Corp. to LaSalle National Bank dated May 19, 1995, recorded May 24, 1995 in Assignment Mortgage Book 792, Page 109.
9. Onondaga County, New York. Recorded in Onondaga County Clerk's Office May 24, 1995 in Book 8114 of Mortgages at Page 65, assigned by Lexington Mortgage Company and Pacific Mutual Life Insurance Company to LXP funding Corp. by Clerk's Office May 24, 1995 in Book 8114 of Mortgages at Page 104, and by LXP Funding Corp. to LaSalle National Bank by Assignment dated May 19, 1995 and recorded in Onondaga County Clerk's Office May 24, 1995 in Book 8114 of Mortgages at Page 110.
10. Richland County, Ohio. Recorded on May 23, 1995, at 12:32 p.m. and recorded in Volume 365, Page 932 of Richland County Records, as assigned to LXP Funding Corp., by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, filed for record May 23, 1995 at 12:33 p.m. and recorded in Volume 365, Page 971 of Richland County Records, as assigned to LaSalle National Bank, by an Assignment of Mortgage Collateral Security Documents dated May 19, 1995, filed for record May 23, 1995, at 12:34 p.m. and recorded in Volume 365, Page 977 of Richland County Records.
11. Klamath County, Oregon. Recorded on May 22, 1995, in Volume M95, Page 13490, Records of Klamath County, Oregon. By Assignment dated May 19, 1995, recorded May 22, 1995, in Volume M95, Page 13529, Mortgage Records of Klamath County, Oregon, the beneficiary's interest was assigned to LXP Funding Corp. By Assignment dated May 19, 1995, recorded May 22, 1995, in Volume M95, Page 13535, Mortgage Records of Klamath County, Oregon, the beneficiary's interest was assigned to LaSalle National Bank.
12. Lincoln County, Oregon. Recorded on May 22, 1995, in Book 299, Page 2389, of Microfilm Records of Lincoln County, Oregon. Assignment of Mortgage Collateral Security Documents recorded May 22, 1995 in Book 299, Page 2433 of the Microfilm Records of Lincoln County, Oregon.

13. Cumberland County, Pennsylvania. Recorded on May 23, 1995, in Misc. Book 496, Page 750. Assignment of Mortgage from Lexington Mortgage Company and Pacific Mutual Life Insurance Company, as Assignor, to LXP Funding Corp., as Assignee, dated May 19, 1995 and recorded May 23, 1995, in Misc. Book 496, Page 789. Assignment of Mortgage from LXP Funding Corp., as Assignor, to LaSalle National Bank, as Assignee, dated May 19, 1995 and recorded May 23, 1995, in Misc. Book 496, Page 795.
14. Shelby County, Tennessee. Filed for record on May 22, 1995, at 11:53 a.m., as Instrument FB8736, in the Register's Office of Shelby County, Tennessee and validly assigned to LXP Funding Corp. by Assignment dated May 19, 1995, executed by Lexington Mortgage Company and Pacific Mutual Life Insurance Company and filed for record May 22, 1995, at 11:54 a.m., as Instrument FB8737 in said Recorder's Office and validly assigned to LaSalle National Bank by Assignment dated May 19, 1995, executed by LXP Funding Corp. and filed for record May 22, 1995 at 11:55 a.m., as Instrument FB8738 in said Register's Office.

19243

Schedule 1-A

Substantive Properties

19244

ADDRESS: 200 Southington Executive Park
 COUNTRY: Southington, Connecticut
 ASSESS. PARCEL #: Hartford County

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

That certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as Lot No. 2 on a certain map or plan entitled "Map Prepared for The United States Life Insurance Company in the City of New York, Southington, Conn. April 10, 1964 Scale - 1"=40' Rev. April 13, 1964" Certified by Robert E. Cole Surveyor 6847 Reg. No., which map or plan is on file in the Southington Town Clerk's office in Drawer 18, Map 19, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the west line of West Street (Connecticut Route No. 229) and the south line of Executive Boulevard North; thence the following two courses and distances along the west line of West Street: S 00° 53' 51" E 328.55 feet to a point; and S 00° 08' 09" W 60.03 feet to a point; thence the following three courses along the north line of Executive Boulevard South: along a curve to the right with a radius of 59.00 feet south and west 72.35 feet to a point; 1° 53° 54' 19" W 349.02 feet to a point; and along a curve to the left with a radius of 310.00 feet west and south 349.13 feet to a point; thence the following three courses and distances along other land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 278.12 feet to a point; W 09° 06' 41" W 678.55 feet to a point; and N 83° 54' 19" E 132.40 feet to a point at the southwest corner of Executive Boulevard North; thence continuing N 83° 54' 19" E along the south line of Executive Boulevard North 317.15 feet to a point; thence along a curve to the right with a radius of 59.00 feet along the south line of Executive Boulevard North 83.08 feet to the point of beginning.

II. EASEMENT RIGHTS

A. Road Easements. Together with an easement and right-of-way, in common with others, for the benefit of the property described above as Lot No. 2 in, over, under, and through the property described below as Road Easement Area No. 1 and Road Easement Area No. 2 (collectively, "Executive Boulevard") for use for all purposes for which a public highway may be used, including vehicular and pedestrian ingress and egress to and from West Street and Lot No. 2 and installation, maintenance, repair, reconstruction, replacement, and operation of sewer and all other utility pipes, wires, and other facilities and services. Said easement and right of way shall apply to any future extension of Executive Boulevard for use as a public highway. All of said easements and rights-of-way created under this paragraph shall terminate upon the dedication and acceptance of Executive Boulevard as a public highway to and by the Town of Southington.

Road Easement Area No. 1 - EXECUTIVE BOULEVARD NORTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard North" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the northeast corner of Lot No. 2 and the southeast corner of the within described parcel; thence the following two courses and distances along Lot No. 2: along a curve to the left with a radius of 50.00 feet northwest and west 83.08 feet to a point; and S 83° 36' 19" W 817.18 feet to a point; thence the following two courses and distances along other land of The United States Life Insurance Company in the City of New York: N 08° 05' 41" W 80.00 feet to a point; and N 83° 54' 19" E 876.29 feet to a point in the west line of West Street; thence the following two courses and distances along the west line of West Street: along a curve to the right with a chord bearing of S 00° 43' 12" W and a radius of 3778.53 feet 32.75 feet to a point; and S 00° 33' 31" E along West Street 82.34 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard North has been extended.

Road Easement Area No. 2 - EXECUTIVE BOULEVARD SOUTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard South" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the southeast corner of Lot No. 2 and the northeast corner of the parcel herein described; thence S 00° 55' 09" W along the west line of West Street 161.22 feet to a point; thence the following four courses and distances along other land of The United States Life Insurance Company in the City of New York: along a curve to the left with a radius of 50.00 feet northwest and west 84.70 feet to a point; S 83° 54' 19" W 329.19 feet to a point; southeast and south along a curve to the left with a radius of 250.00 feet 297.69 feet to a point; and N 74° 19' 10" W 50.00 feet to a point; thence along Lot No. 2 the following three courses and distances: along a curve to the right with a radius of 310.00 feet northeast and east 389.13 feet to a point; N 83° 54' 19" E 349.02 feet to a point; and along a curve to the left with a radius of 50.00 feet, northeast and north 72.33 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard South has been extended.

6. Storm Water Drainage Easements: Together with an easement, in common with others, for the benefit of the property described above as Lot No. 2 in, over, under, and through these three certain pieces or parcels of land described below as Drainage Easement Area No. 1, Drainage Easement Area No. 2, and Drainage Easement Area No. 3 for the right to install and maintain pipes and other facilities for storm water drainage and the right to discharge water on the surface thereof and to flow water thereon and west therefrom and the right to maintain any pipes, ponds, spillways, or other facilities with regard to such flow. The Grantor reserves the right at its cost to relocate the

cessment areas described herein, provided it conveys substitute easements comparable to the easements to be released and at its cost constructs storm water drainage facilities of capacity comparable to those existing in the easement areas to be released.

Drainage Easement Area No. 1: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the northwest corner of the property described above as Lot No. 2; thence S 06° 05' 41" E along Lot No. 2 20.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 100.00 feet to a point; N 06° 05' 41" W 20.00 feet to a point; and N 83° 54' 19" E (along an area shown on the aforesaid map as "20' Drainage Easement to be Deeded to the Town of Southington") 100.00 feet to the point of beginning.

Drainage Easement Area No. 2: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of the property described above as Lot No. 2, which point is 290.00 feet S 06° 05' 41" E of the northwest corner of Lot No. 2; thence S 06° 05' 41" E along Lot No. 2 200.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 200.00 feet to a point; N 06° 05' 41" W 200.00 feet to a point; and N 83° 54' 19" E 200.00 feet to the point of beginning.

Drainage Easement Area No. 3: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being a portion of the area shown and designated as "20' Drainage Easement to be Deeded to the Town of Southington" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the southwest corner of the property described above as Lot No. 2; thence running the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 140.00 feet to a point; N 06° 05' 41" W 20.00 feet to a point; and N 83° 54' 19" E 140.00 feet to a point in the west line of Lot No. 2; thence S 06° 05' 41" E along the west line of Lot No. 2 20.00 feet to the point of beginning.

19247

ADDRESS: 2280 Northeast Drive
Waterloo, Iowa
COUNTY: Black Hawk County
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

The South 1,427.63 feet of Lot No. 1 in Northeast Industrial Park Plat No. 1, Waterloo, Black Hawk County, Iowa;

Together with non-exclusive easement rights contained in Building Easement Agreement dated January 22, 1997, filed February 14, 1997 in 14 Base 98, Black Hawk County Records, as amended by Amendment to Building Easement Agreement dated September 16, 1997, filed November 8, 1997 in 14 Base 401, Black Hawk County Records.

ADDRESS: 450 Stern Street
 Oberlin, Ohio
 COUNTY: Lorain County
 ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Parcel No. 1:

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio: and being a part of Original Lot No. 77 of said Township, bounded and described as follows:

Beginning at a point in the centerline of Oberlin Road, said point being the Northeastery corner of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, South 01 deg. 21' 47" West a distance of 401.08 feet to a point, said point being the true place of beginning:

Thence North 89 deg. 27' 30" West a distance of 280.00 feet to a point:

Thence North 01 deg. 21' 47" East, a distance of 399.56 feet to a point, said point being in the Northerly line of Original Lot No. 77:

Thence North 89 deg. 44' 36" West in the Northerly line of Original Lot No. 77, a distance of 654.62 feet to a point, said point being the Northeastery corner of land conveyed to the City of Oberlin by deed recorded in Deed Volume 1208, Page 228 of the Lorain County Record of Deeds and also being in the Northerly line of Original Lot No. 77:

Thence in the Easterly line of land so conveyed to the City of Oberlin, South 01 deg. 22' 30" West a distance of 886.34 feet to an iron pin found at the Southeastery corner of land so conveyed to the City of Oberlin, said point also being the Northeastery corner of land conveyed to William Feather, Jr. by deed recorded in Deed Volume 1289, Page 342 of the Lorain County Record of Deeds:

Thence South 89 deg. 27' 30" East a distance of 654.00 feet to a point;

Thence North 01 deg. 21' 47" East a distance of 400.00 feet to a point;

Thence South 89 deg. 27' 30" East a distance of 280.00 feet to a point in the centerline of Oberlin Road and the easterly line of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, North 1 deg. 21' 47" East, a distance of 60 feet to the place of beginning:

Containing within said bounds 13.28 acres of land, be the same more or less, but subject to all legal highways.

Parcel No. 2:

19249

Situated in the City of Oberlin, County of Lorain, State of Ohio, being known as all of Sublot No. 5 in Stern Street Subdivision No. 2, a re-subdivision of part of Sublot No. 2 and all of Sublot Nos. 3 and 4, and part of Stern Street as vacated by Ordinance No. 95-81 said resubdivided parcels in the plat of Stern Street Subdivision as recorded in Volume 54, Page 33 of Lorain County Plat Records, and more definitely described as follows:

Beginning in the Northwesterly corner of Sublot No. 2 in Stern Street Subdivision recorded as aforesaid:

Thence South 89 deg. 35' 30" East in the northerly line of Sublot No. 2, a distance of 197.37 feet to the northwesterly corner of said Sublot No. 5; said point is the principal place of beginning;

Thence continuing South 89 deg. 35' 30" East in the northerly line of said Sublot No. 5, a distance of 348.46 feet to the northeasterly corner of Stern Street Subdivision No. 2;

Thence South 1 deg. 22' 30" West in the easterly line of Stern Street Subdivision No. 2 a distance of 856.33 feet to the southeasterly corner of said Subdivision;

Thence North 89 deg. 27' 30" West in the southerly line of Stern Street Subdivision No. 2, a distance of 314.53 feet to a point;

Thence North 76 deg. 52' 24" West in the southerly line of Stern Street Subdivision No. 2, a distance of 29.99 feet to the southwesterly corner of Sublot No. 5 in said subdivision;

Thence North 1 deg. 02' 30" East in the westerly line of Sublot No. 5, a distance of 849.03 feet to the principal place of beginning;

Enclosing a parcel containing 6.7953 acres, but subject to all legal highways.

Schedule 1-B

19250

Replaced Property

19251

ADDRESS:

8311 and 8333 Central Avenue
Newark, California
Alameda County
092-0116-048
092-0116-049

COUNTY

ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL ONE:

Parcels 1 and 2 of Parcel map 4136, City of Newark, filed November 3, 1983, Map Book 141, Page 47, Alameda County Records.

Excepting therefrom, the rights reserved in the Deed from Leonard F. Landis, et al, recorded January 6, 1981, Series No. 81-001678, as "that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of the property, including, but not limited to, all oil, gas, casinghead gas, other hydrocarbon, geothermal and mineral substances lying below said depth; provided, however, grantor and grantor's successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through any surface of the property or any parts thereof lying between said surface and five hundred (500) feet below said surface, and grantor, grantor's successors and assigns shall have no right to disturb in any way the surface of the property without grantee's permission which may be withheld by grantee at grantee's sole discretion."

PARCEL IV/Q:

A non-exclusive easement for the purpose of parking motor vehicles over the following described parcel:

A portion of Parcel 13 of Parcel Map No. 3834, filed February 4, 1983, in Book 137 of Maps, at Pages 58 and 59, Alameda County Records, further described as follows:

Beginning at the most Northeasterly corner of the aforementioned Parcel 13; thence South 22° 39' 08" East, along the Northeasterly line of said Parcel 13, 194.00 feet; thence leaving said line, at right angles to said line, South 67° 20' 52" West, 114.66 feet to the general Northeasterly line of said Parcel 13; thence along said line the following four courses: North 67° 25' 12" East, 136.72 feet; North 22° 39' 19" West, 30.76 feet; North 22° 23' 20" East, 69.65 feet; and North 67° 25' 12" East, 331.02 feet to the point of beginning.

(continued on next page)

ADDRESS: 8311 and 8333 Central Avenue
 Newark, California
COUNTY Alameda County
ASSESS. PARCEL #: 092-0116-048
 092-0115-049

(continued from previous page)

PARCEL THREE:

A non-exclusive easement for the purpose of parking and vehicular and pedestrian traffic as created in that certain document recorded October 3, 1989, Series No. 89-273604, Official Records over the following described parcel:

All that certain real property situated in the City of Newark, County of Alameda, State of California, described as follows:

A portion of Parcel 13 as said parcel is shown on Parcel Map No. 3834, filed February 4, 1983, in Book 137 of Maps, at Pages 58 and 59, Alameda County Records, further described as follows:

Beginning at a point on the Easterly line of said Parcel 13, distant thereon South 22° 39' 08" East, 194.00 feet from the Northeast corner thereof; thence leaving said Easterly line South 67° 20' 52" West, 517.00 feet; thence North 22° 39' 08" West, 114.66 feet to the general Northerly line of said Parcel 13; thence along said general Northerly line South 67° 25' 12" West, 133.63 feet to the Westerly line of said Parcel 13; thence along said Westerly line South 22° 39' 00" East, 374.20 feet to the Northerly line of Cabot Court as said Court is shown on said Map (P.M. No. 3834); thence along said Northerly line, North 67° 21' 00" East, 15.96 feet; thence continuing along said Northerly line, Easterly along the arc of a 53.00 foot radius, tangent curve to the right, through a central angle of 58° 25' 12", an arc distance of 54.04 feet to the general Southerly line of said Parcel 13; thence leaving said Northerly line, along said general Southerly line, North 35° 46' 12" East, 65.13 feet to an angle point therein; thence continuing along said general Southerly line North 67° 21' 00" East 18.91 feet; thence leaving said line North 22° 35' 38" West, 184.78 feet; thence North 67° 23' 06" East, 514.99 feet to the aforementioned Easterly line of said Parcel 13; thence along said Easterly line North 22° 39' 08" West, 64.05 feet to the point of beginning.

Schedule 2

19253

Exhibit A of Original Assignment

Legal Description of Properties

19254

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

ADDRESS: 567 S. Riverside Drive
Modesto, California
COUNTY: Stanislaus County
ASSESS. PARCEL #: 080-012/036-06-53-660

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL NO. 1:
ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89 DEGREES 52' 56" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 20.40 FEET; THENCE NORTH 0 DEGREES 30' 48" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY LINE OF AN 80 FOOT COUNTY ROAD KNOWN AS RIVERSIDE DRIVE AND ALSO ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE MODESTO IRRIGATION DISTRICT BY DEED RECORDED MAY 29, 1964 IN VOLUME 1930 OF OFFICIAL RECORDS, AT PAGE 472, AS INSTRUMENT NO. 21220, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 52' 56" WEST ALONG THE NORTHERLY LINE OF THAT SAID PARCEL CONVEYED TO THE MODESTO IRRIGATION DISTRICT A DISTANCE OF 361.13 FEET; THENCE NORTH 0 DEGREES 29' WEST A DISTANCE OF 618.56 FEET; THENCE NORTH 89 DEGREES 29' 12" EAST A DISTANCE OF 360.77 FEET TO A POINT ON THE WESTERLY LINE OF AN 80 FOOT COUNTY ROAD KNOWN AS RIVERSIDE DRIVE; THENCE SOUTH 0 DEGREES 30' 48" EAST ALONG THE WESTERLY LINE OF SAID COUNTY ROAD A DISTANCE OF 622.64 FEET TO THE POINT OF BEGINNING.

(continued on next page)

19255

ADDRESS: 567 S. Riverside Drive
COUNTY: Modesto, California
ASSESS. PARCEL #: Stanislaus County
080-012/036-06-53-660

(continued from previous page)

PARCEL NO. 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN AND BEING A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERIOR ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN; THENCE NORTH 89 DEGREES 52' 56" WEST, A DISTANCE OF 20.46 FEET TO THE WESTERLY LINE OF A ROAD KNOWN AS RIVERSIDE DRIVE; THENCE NORTH 0 DEGREES 30' 48" WEST ALONG THE WESTERLY LINE OF SAID RIVERSIDE DRIVE, A DISTANCE OF 672.64 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 0 DEGREES 30' 48" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89 DEGREES 29' 12" WEST A DISTANCE OF 360.73 FEET TO THE EASTERLY RIGHT OF WAY OF THE MODESTO AND EMPIRE TRACTION COMPANY; THENCE SOUTH 0 DEGREES 29' 06" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 29' 12" EAST, A DISTANCE OF 360.77 FEET TO THE POINT OF BEGINNING.
APN: 80-012/36-06-53-660

19256

ADDRESS: 7272 55th Street
Sacramento, California
COUNTY: Sacramento County
ASSESS. PARCEL #: 050-0010-054-000

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THAT PARCEL MAP FILED IN BOOK 66 OF MAPS, NO. 6, SACRAMENTO COUNTY, M.D.B.E.M.", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON DECEMBER 24, 1986, IN BOOK 97 OF PARCEL MAPS, PAGE 27.

19257

ADDRESS: 5917 South LaGrange Road
COUNTY: Countryside, Illinois
P.I.N.: Cook County
18-16-400-025

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL 1:

THE SOUTH 173.37 FEET OF THE WEST 778.00 FEET (EXCEPT THE WEST 33.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT AND RIGHT OF USE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - PARKING DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349487, AS AMENDED BY INSTRUMENT DATED MAY 13, 1987 AND RECORDED JULY 13, 1987 AS DOCUMENT NO. 87385531, MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS, FOR INGRESS AND EGRESS, PARKING, IN, TO, OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED LAND:

THE SOUTH 186.87 FEET (EXCEPT THE WEST 778.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(continued on next page)

ADDRESS:

5917 South LaGrange Road
 Countryside, Illinois
 Cook County
 12-16-400-025

COUNTY:

P.L.N.:

(continued from previous page)

PARCEL 3:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRIVEWAY EASEMENT AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349488, AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613 MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR, AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS FOR INGRESS AND EGRESS, IN, TO, OVER, UPON AND THROUGH THE NORTH 13.50 FEET OF THE SOUTH 186.87 FEET (EXCEPT THE WEST 33.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR UTILITIES, SANITARY AND STORM SYSTEMS, AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENTS 86349488 AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613 MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS, OVER, UPON AND UNDER THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, (EXCEPT FROM SAID TRACT OF LAND THE WEST 33.00 FEET AND THE SOUTH 173.37 FEET THEREOF), AS SHOWN ON EXHIBIT "A" TO THE DECLARATION RECORDED AS DOCUMENT 86349488 AND AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 86363613 IN COOK COUNTY, ILLINOIS.

(continued on next page)

19259

ADDRESS:

5917 South LaGrange Road
Countryside, Illinois
Cook County
18-16-400-025

COUNTY:

P.L.N.:

(continued from previous page)

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR UTILITY EASEMENT AS CREATED BY THE DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349488 AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613, MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR, AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS OVER, UPON AND UNDER THE SOUTH 10.00 FEET OF THE NORTH 23.90 FEET OF THE SOUTH 173.37 FEET (EXCEPT THE WEST 778.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

19260

ADDRESS:

1601 Pratt Avenue
Marshall, Michigan
Calhoun County

COUNTY:

TAX ROLL #:

13-53-003-409-00

ALL of that certain lot, piece or parcel of
land, with the buildings and improvements thereon, situ-
ate, lying and being:

Lots No. 9 and 10 of L. ALTA BROOKS INDUSTRIAL PARK NO. 2, in Section 38, Town 2 South,
Range 4 West and Section 1, Town 3 South, Range 8 West, according to the Plat thereof recorded
in Liber 18 of Plats, on page 27, in the Office of the Register of Deeds for Calhoun County,
Michigan.

ALSO, an adjacent parcel of land described as: Commencing at the Southeast corner of said Lot
10; thence along the East Plat line, North $1^{\circ} 32' 50''$ East, 1322.70 feet to the Northeast corner of
said Lot 9; thence South $88^{\circ} 58' 10''$ East, 350 feet; thence South $1^{\circ} 32' 50''$ West, 605.4 feet;
thence North $88^{\circ} 27' 10''$ West, 306 feet to the point of ending.

19261

ADDRESS: 904 Industrial Road
Marshall, Michigan
COUNTY: Calhoun County
ASSESS. PARCEL #: 13-53-002-549-00
13-53-004-931-00

ALL of that certain lot, piece or parcel of
land, with the buildings and improvements thereon, situ-
ate, lying and being:

The Southwest 1/4 of Section 26, Town 2 South, Range 6 West, lying North of the Kalamazoo River
and South of the Michigan Central Railroad.

ALSO, part of Lots No. 27, 31 and 32 of FARMERS LOAN & TRUST CO. SUBDIVISION, according
to the Plat thereof recorded in Liber 30 of Deeds, on page 414, in the Office of the Register of
Deeds for Calhoun County, Michigan, lying South of the Michigan Central Railroad. EXCEPT said
lands described in Liber 848 on page 1092, Liber 847 on page 313, Liber 852 on page 882 and Liber
778 on page 357, Calhoun County Records.

ADDRESS: 1160 White Horse Road
 Voorhees, New Jersey
 COUNTY: Camden County
 ASSESS. PARCEL #: Title TC 31057, Block 150.18,
 Lot 7.10

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

ALL THAT CERTAIN lot, tract and parcel of land and premises situate, lying and being in the Township of Voorhees, County of Camden, State of New Jersey and being more particularly described in accordance with as "Plan of Survey, Lots 7.15, 7.10 and 7.11, Block 150C, Plate 12 Tax Map, Township of Voorhees, County of Camden, NJ" prepared by Dufels & Martin Assoc., Edward J. Martin L.S. Lic. No. 11668, dated September 19, 1981 as follows:

1. BEGINNING at a point in the Northwesternly line of White Horse Road (Camden County Route 673), said point being located in the following two courses and distances from the intersection of the centerline of said road with the centerline of Haddenfield Berlin Road (Camden County Route 561);

1a. (A) South 40 degrees 44 minutes 30 seconds West along center line of said White Horse Road, a distance of 311.14 feet to a point in said centerline opposite the division line between Lots 7.10 and 7.11; thence

1b. (B) North 49 degrees 13 minutes 10 seconds West a distance of 39.31 feet to a point in the Northwesternly line of White Horse Road, at the division line of said Lots 7.10 and 7.11 and the point and place of beginning and from said beginning point proceeding; thence

(1) along the Northwesternly line of White Horse Road, South 40 degrees 44 minutes 30 seconds West a distance of 137.73 feet to a point and common corner between Lots 7.11 and 7.10; thence
 (continued on next page)

1160 White Horse Road
Coorcross, New Jersey
Camden County
Title TO 31057 Block 180.18,
Lot 7.10

continued from previous page:

- (2) along the division line between Lots 7.19 and 7.10, North 49 degrees 15 minutes 12 seconds West, a distance of 135.10 feet to a point and common corner to said Lots; thence
- (3) along same, South 40 degrees 44 minutes 30 seconds West, a distance of 10.00 feet to a point and another common corner to said Lots; thence
- (4) along same, North 49 degrees 15 minutes 12 seconds West, a distance of 40.00 feet to a point and another common corner to said Lots; thence
- (5) along same, South 40 degrees 44 minutes 30 seconds West, a distance of 171.00 feet to a point in the line of Lot 7.8, lands now or formerly Echelon Skating Center; thence
- (6) along said Lot and lands, North 49 degrees 15 minutes 12 seconds West, a distance of 138.32 feet to a point and lands now or formerly of Franklin Square at Echelon; thence
- (7) along said lands North 40 degrees 44 minutes 30 seconds East a distance of 380.79 feet to a point and corner with lands now or formerly of the United States Postal Service; thence
- (8) along said Postal Lands, South 49 degrees 15 minutes 12 seconds East a distance of 123.32 feet to point and common corner to Lots 7.10 and 7.11; thence
- (9) along the division line of said Lots 7.10 and 7.11 South 40 degrees 44 minutes 30 seconds West, a distance of 260.04 feet to a point and another common corner to said lots; thence
- (10) along same South 40 degrees 15 minutes 12 seconds East, a distance of 180.05 feet to the Northwesternly line of White Horse Road and the point and place of beginning.

TOGETHER WITH AND SUBJECT to Green Easement for parking,
 Egress, Egress and Egress by Fred J. Tesse, Corp., a New Jersey
 corporation, dated November 13, 1982, recorded November 20, 1983
 in Deed Book 4092 Page 278.

19264

ADDRESS: 5055 West Sahara Avenue
Las Vegas, Nevada
COUNTY: Clark County
ASSESS. PARCEL #: (417) 163-12-502-005

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL A

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS PARCEL THREE (3) AS SHOWN BY AMENDED PARCEL MAP IN FILE 56, PAGE 23, RECORDED APRIL 19, 1988, AS DOCUMENT NO. 00485 IN BOOK 880419 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL B

RECIPROCAL EASEMENT RIGHTS AS DEFINED IN THAT CERTAIN INSTRUMENT ENTITLED "CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT FOR FREMONT WEST SHOPPING CENTER," RECORDED JUNE 2, 1988, AS DOCUMENT NO. 00703 IN BOOK 880602 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ADDRESS: 6405 South Virginia
 Reno, Nevada
COUNTY: Washoe County
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL A:

Parcel 2 of Parcel Map No. 2269, entitled "Parcel Map for Reno II Partners" recorded on May 25, 1988 as File No. 1248565, Official Records of Washoe County, Nevada, together with and reserving therefrom all those certain easements, covenants, conditions and restrictions set forth in that certain Amended and Restated Indenture of Establishment of and Grants of Easements recorded August 13, 1987, in Book 2600, Page 393 as Instrument No. 1185483, Official Records of said County.

EXCEPTING THEREFROM that portion conveyed to the City of Reno, by Deed of Dedication recorded July 6, 1988 in Book 2762, Page 845 as Document No. 1258082, Washoe County, Nevada, Official Records.

PARCEL B:

Non-exclusive easements for ingress, egress and parking over and across Parcels 1, 3 and 4 of Parcel Map 2269 recorded May 25, 1988 as File No. 1248565, Official Records of Washoe County, Nevada, pursuant to that certain Construction, Operating and Reciprocal Easement Agreement dated June 3, 1988 and recorded June 3, 1988 in Book 2747, Page 226 as Document No. 1251037, Official Records and by Amendment recorded December 23, 1988 in Book 2844, Page 667 as Document No. 1294951, Official Records.

(continued on next page)

ADDRESS: 6405 South Virginia
 COUNTY: Reno, Nevada
 ASSESS. PARCEL #: Washoe County

(continued from previous page)

PARCEL C:

Non-exclusive easements for ingress, egress and parking over and across that certain real property described as follows:

COMMENCING at a point on the Easterly line of IR-580, 204.89 feet right of Engineer's Station "05" 530+32.42 P.O.T., said point bearing North 18°19'11" East, 1972.06 feet (NDOT North 18°19'24" East, 1972.01 feet) from the Southwest corner of said Section 31; thence 52.64 feet on the arc of a curve concave to the Northwest having a tangent bearing of North 20°21'26" West, a radius of 30.00 feet and a central angle of 100°32'06"; thence on a non-tangent bearing North 75°56'34" East, 103.83 feet; thence North 88°03'25" East, 92.36 feet; thence North 86°57'24" East, 166.16 feet to the true point of beginning from which the said Southwest corner of said Section 31 bears South 27°12'02" West, 2191.65 feet; thence North 86°57'24" East, 34.40 feet; thence North 82°40'03" East, 121.90 feet; thence 100.24 feet on the arc of a tangent curve to the right, having a radius of 80.00 feet and a central angle of 71°47'22"; thence South 25°12'35" East, 37.38 feet; thence South 79°49'34" West, 238.63 feet; thence North 10°21'13" West, 105.06 feet to the point of beginning, pursuant to that certain Indenture of Establishment of and Grants of Easements recorded November 7, 1986 in Book 2439, Page 386 as Document No. 1115253, Official Records of Washoe County, Nevada, as amended and restated by instrument recorded August 13, 1987 in Book 2600, Page 393 as Document No. 1185483, Official Records of Washoe County, Nevada. The basis of bearing for this description is the Nevada State Grid System, West Zone, Reno Modified.

19267

ADDRESS: 5801 Bridge Street
DeWitt, New York
Onondaga County

COUNTY:

ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of DeWitt, County of Onondaga and State of New York being part of Farm Lot 51 in said Town and more particularly bounded and described as follows: Beginning at a point on the division line between lands on the South of Niagara Mohawk Power Corporation Book (Book 2213 of Deeds, page 230), and lands now or formerly of Flanigan Furniture, Inc. on the North, said point of beginning also lying at the southwest corner of Parcel No. 205 [0.089+ Acres] as appropriated by the People of the State of New York [Book 2362, page 248], said point also being about 76 feet Westerly from station "BR" 1 + 49+ of the survey base line of Interstate Route Connection No. 570-1-3.11, all as shown on Map No. 138-1 and 403 on file in the Regional Office No. 3 of the New York State Department of Transportation, Syracuse, N.Y.; thence N 76° 39' 00" W, along said division line between lands of Niagara Mohawk Power Corporation on the South and lands of Flanigan Furniture, Inc. on the North, a distance of about 504.17 feet to the northwest corner of said lands conveyed to Niagara Mohawk Power Corporation; thence N 04° 41' 44" W along the Westerly line of said lands of Flanigan Furniture, Inc., about 216.1 feet to a point on the Southerly Right of Way line of said Interstate Route Connection No. 570-1-5.11 [Route 690]; thence the following 4 courses and distances along the Southerly and Westerly Right of Way lines of said Route 690: [1] N 84° 01' 14" E, 430 ft.; [2] S 49° 26' 06" E, 147.30 ft.; [3] S 02° 34' 09" E, 173.30 ft.; and, [4] S 19° 57' 50" W, 114.50 ft. to the place of beginning, containing about 1.65 acres of land.

(continued on next page)

ADDRESS: 5801 Bridge Street
COUNTY: DeWitt, New York
ASSESS. PARCEL #: Onondaga County

(continued from previous page)

ALSO, easement No. 1 for ingress and egress to the abutting Bridge Street highway to the East, over a strip of land 50 feet in width, the Southerly line of which is an Easterly extension of the Southerly line of the above described parcel, 76 feet, more or less, to Bridge Street.

ALSO, easement No. 2 for ingress and egress adjacent to the Southerly line of the above described easement No. 1 and being a strip of land running across the most Northerly end of the 0.246+ acre parcel No. 13 as shown on Map No 122-1 of the lands acquired by the People of the State of New York for the reconstruction of the Bridge Street State Highway, said easement strip being about 76 feet across the Northerly side; on the Easterly side, 50 feet Southerly along the original Westerly Right-of-Way line of Bridge Street; and, on the Westerly side, about 50 feet Southerly along the present Westerly line of lands as acquired in said Parcel No. 13 for highway purposes.

ALSO, a triangular shaped easement No. 3 for ingress and egress across the present Northeastly corner of lands of Niagara Mohawk Power Corporation, described as follows: Beginning at the point of beginning of the above described parcel and running thence the following courses and distances: [1] Southerly, about 50 feet along the present Westerly highway line of Bridge Street; said line being also the Westerly line of the above described easement No. 2; [2] Northwestly through the lands of said Niagara Mohawk Power Corporation, about 60 feet to the Northerly line of said lands; [3] Easterly, along said Northerly line being also the Southerly line of the above described parcel, 30 feet to the place of beginning.

The Southwestly corner of Easement No. 1, the Northwestly corner of Easement No. 2, and the Northeastly corner of Easement No. 3 form a common corner which is at the point of beginning of the above described parcel.

19269

ADDRESS:

22 Chambers Road
Mansfield, Ohio

COUNTY:

Richland County

PR. #:

038-60-175-05-001

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Situated in the State of Ohio, County of Richland, and in the Village of Ontario and described as follows:

Being Lot Number 2269 or, Block 1 Lot 1, in TAPPAN PARK, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 25, page 77, Recorder's Office, Richland County, Ohio.

19270

ADDRESS:

2655 Shasta Way
Klamath Falls, Oregon
Klamath County
3809-3400-301

COUNTY:

ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being:

Parcel One

A parcel of land located in the Southwest one-quarter of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:
Commencing at a brass cap marking the Southwest corner of Section 34 and running North 00°28'30" West 168.83 feet; thence North 89°31'30" East 55.00 feet to a point on the Easterly right-of-way line of Washburn Way and the Point of Beginning; running thence, along said right-of-way line, North 00°28'30" West 944.12 feet; thence leaving said right-of-way, North 89°31'53" East 588.63 feet; thence South 00°28'07" East 1101.80 feet to the Northerly right-of-way line of Shasta Way; thence along said right-of-way South 89°52'25" West 77.96 feet; thence North 87°15'50" West 300.37 feet; thence South 89°52'25" West 7.13 feet; thence leaving said right-of-way, North 00°28'07" West 159.15 feet; thence South 89°11'53" West 172.03 feet; thence 18.10 feet along a 35.00 foot radius curve left, the long chord of which bears South 58°20'54" West 36.24 feet to the Point of Beginning.

ADDRESS: Highway 101
 Newport, Oregon
COUNTY: Lincoln County
ASSESS. PARCEL #: Map No. 11-11-09-12, Tax Lot Nos.
 100, 3000, 3200 and 3400

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 32 Township 10 South, Range 11 West and the North 1/2 of Section 5, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 1, HOLLY TERRACE NO. 1 said point being on the South right of way line of N.E. 20th Street, thence South 99.73 feet along the West line of said Lot 2, to the Southwest corner thereof; thence South 89 deg. 01' 15" East 116.18 feet, more or less, along the South line of the plat of Holly Terrace No. 1 to the Northwest corner of Lot 28, Lincoln Wood Terrace; thence Southerly along the most Westerly boundary of the plat of Lincoln Wood Terrace 648.15 feet, more or less, to the Southeast corner of the Nielsen tract as described by instrument recorded September 18, 1948 in Book 128, page 313; thence Westerly along the South line of said Nielsen tract 659.91 feet, more or less, to the Easterly right of way line of U.S. Highway 101; thence Northerly along the said Easterly right of way line 399.10 feet, to the South right of way line of N.E. 20th Street; thence Northeasterly along a 280.00 feet radius curve to the left (the long chord which bears North 67 deg. 52.23; East 113.10 feet to a 1 inch iron pipe) thence North 56 deg. 25' 41" East 104.72 feet to a 1 inch iron pipe; thence North 38 deg. 28' 31" East 28.13 feet to a 1 inch iron pipe; thence north 56 deg. 13' 04" East 230.78 feet to a 5/8 inch iron rod; thence North 55 deg. 02' 36" East 176.37 feet to the point of beginning.

ADDRESS: 6345 Brackbill Boulevard
 Mechanicsburg, Pennsylvania
 COUNTY: Cumberland County
 ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being:

ALL THAT CERTAIN tract or parcel of land and premises ("the Premises"), situate, lying and being in the Township of Hampden in the County of Cumberland and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at the intersection right-of-way of Brackbill Boulevard (a 60' ROW) and Linden Street (a 50' ROW); thence along the Western right-of-way of Linden Street South 39 degrees 27 minutes 00 seconds East, a distance of 431.13 feet to a point; thence along same South 46 degrees 30 minutes 10 seconds East, a distance of 136.67 feet to an iron pin; thence along land now or late of Forest Acres South 39 degrees 33 minutes 00 seconds West, a distance of 1151.09 feet to a point on the Eastern right-of-way of Berkshire Lane; thence along the Eastern right-of-way of Berkshire Lane North 46 degrees 13 minutes 00 seconds West, a distance of 36.26 feet to a point; thence along Berkshire Lane and lands now or late of Paul R. Morrison South 40 degrees 33 minutes 40 seconds West, a distance of 200.24 feet to an iron pin; thence along land now or late of Paul R. Morrison South 46 degrees 13 minutes 00 seconds East, a distance of 32.60 feet to an iron pin; thence along lands now or late of Edward C. Nicoll South 39 degrees 17 minutes 00 seconds West, a distance of 203.00 feet to an iron pin; thence along lands now or late of Hampden Industrial Development Authority North 46 degrees 13 minutes 32 seconds West, a distance of 523.67 feet to a point; thence along same North 46 degrees 40 minutes 00 seconds West, a distance of 112.71 feet to a point on the Southern right-of-way of Brackbill Boulevard; thence along the Southern right-of-way of Brackbill Boulevard North 43 degrees 17 minutes 42 seconds East, a distance of 481.07 feet to a point; thence along same North 41 degrees 27 minutes 38 seconds East, a distance of 666.28 feet to a point; thence along same by a curve curving to the

right, having a radius of 114.15 feet an arc length of 88.31 feet to a point; thence along same North 47 degrees 00 minutes 55 seconds East, a distance of 103.44 feet to a point, the place of BEGINNING.

Containing 22.805 acres.

(continued on next page)

ADDRESS: 6345 Brackbill Boulevard
 Mechanicsburg, Pennsylvania
 Cumberland County

COUNTY:

ASSESS. PARCEL #:

(continued from previous page)

SUBJECT ALSO to:

1. Conditions as in Plan by Whitlock and Hartman, Plan Book 47-78.
2. Agreement to Paul V. Kertler and Carol E. Kertler as in Misc. Book 292 page 1016.
3. Rights granted to UGI Corp. as in Misc. Book 300 page 664.
4. Maintenance Agreement for Brackbill Boulevard as in Misc. Book 377-1014.
5. A certain easement granted to Penn Central Transportation Co. (now Conrail) as recorded in Misc. Book 264, Page 33 and Misc. Book 304, Page 536, in the Office of the Recorder of Deeds, Cumberland County, Pennsylvania.
6. A certain easement granted to Mechanicsburg Water Company as recorded in Misc. Book 240, page 47 in the Office of the Recorder of Deeds, Cumberland County, Pennsylvania.

BEING part of the same previous which Raymond Brackbill and Margaret E. Brackbill, his wife by Indenture dated the 1st day of April, 1964 and recorded at Carlisle in the County of Cumberland on the 1st day of April, 1964 in Book 264 page 754, granted and conveyed unto Bapina Distribution Services Co., a Pennsylvania Corporation, in fee.

ADDRESS: 3350 Miac Cove Road
COUNTY: Memphis, Tennessee
ASSESS. PARCEL #: Shelby County

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL I: Commencing at the north line of Winchester Road and the southwest corner of Geiwell Gardens; thence North 02 degrees, 16 minutes, 05 seconds West along the west line of Geiwell Gardens, a distance of 710.60 feet to a point; thence North 87 degrees, 23 minutes, 22 seconds East along the north line of Geiwell Gardens, a distance of 531.61 feet to a point; thence North 02 degrees, 20 minutes, 43 seconds West, a distance of 629.43 feet to a point; thence North 02 degrees, 51 minutes, 56 seconds East, a distance of 396.2 feet to the point of beginning; thence North 02 degrees, 51 minutes, 56 seconds East along the same line, a distance of 688.56 feet to a point; thence South 87 degrees, 02 minutes, 11 seconds West, a distance of 728.16 feet to a point; thence South 82 degrees, 57 minutes, 49 seconds East, a distance of 688.90 feet to a point; thence North 87 degrees, 02 minutes, 11 seconds East, a distance of 70.00 feet to a point; thence South 52 degrees, 35 minutes, 49 seconds East, a distance of 40.80 feet to a point on the cul-de-sac of Miac Cove; thence along the north line of said cul-de-sac with a circular curve to the right with a tangent bearing of North 37 degrees, 24 minutes, 11 seconds East, a central angle of 81 degrees, 51 minutes, 51 seconds, a radius of 75.00 feet and an arc length of 167.16 feet; thence North 02 degrees, 57 minutes, 49 seconds West, a distance of 11.56 feet; thence North 87 degrees, 02 minutes, 11 seconds East, a distance of 462.00 feet to the point of beginning.

PARCEL II: A perpetual non-exclusive easement for the construction, installation and operation of a rail lead track over, upon and across the following described property, to wit:

Commencing at the northwest corner of Parcel IV (29.8024 acres) of the Oakville Sanatorium property of Shelby County, Tennessee, said point being the northeast corner of the Memphis Developmental Associates 133.26 acres as described in Special Warranty Deed recorded under Register's No. X4 9122, Shelby County Register's Office, and said point being on the south line of the Burlington Northern Railroad right-of-way; thence along said right-of-way, South 49 degrees, 58 minutes, 53 seconds East, 200.00 feet to the point of beginning; thence continuing South 49 degrees, 58 minutes, 53 seconds East, 150.00 feet to a point; thence leaving said right-of-way North 71 degrees, 28 minutes, 21 seconds West, 189.72 feet to a point on the west line of said Parcel IV; thence along said west line, North 02 degrees, 01 minutes, 56 seconds East, 57.67 feet to a point, said point lying on the south line of a rail easement as described in Instrument No. K3 7427, in the Shelby County Register's Office; thence along the south line of said easement South 71 degrees, 28 minutes, 21 seconds East, 163.53 feet to the point of beginning.

Being the same property conveyed to LRP I, L.P. by Quitclaim Deed dated May 19, 1995 from Lepore Corporation Income Fund, L.P. of record in Book _____, Page _____, Register's Office for Shelby County, Tennessee.

ADDRESS: 200 Southington Executive Park
COUNTY: Southington, Connecticut
ASSESS. PARCEL #: Hartford County

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

That certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as Lot No. 2 on a certain map or plan entitled "Map Prepared for The United States Life Insurance Company in the City of New York, Southington, Conn. April 10, 1944 Scale - 1"=40' Rev. April 13, 1944" Certified by Robert E. Cole Surveyor 8847 Reg. No., which map or plan is on file in the Southington Town Clerk's office in Drawer 15, Map 19, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the west line of West Street (Connecticut Route No. 229) and the south line of Executive Boulevard North; thence the following two courses and distances along the west line of West Street: S 00° 23' 51" E 322.58 feet to a point; and S 00° 58' 03" W 60.63 feet to a point; thence the following three courses along the north line of Executive Boulevard South: along a curve to the right with a radius of 50.00 feet south and west 72.36 feet to a point; S 83° 54' 19" W 349.02 feet to a point; and along a curve to the left with a radius of 310.03 feet west and south 365.13 feet to a point; thence the following three courses and distances along other land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 276.12 feet to a point; N 60° 05' 41" W 575.00 feet to a point; and N 83° 54' 19" E 132.40 feet to a point at the southwest corner of Executive Boulevard North; thence continuing N 83° 54' 12" E along the south line of Executive Boulevard North 817.15 feet to a point; thence along a curve to the right with a radius of 50.00 feet along the south line of Executive Boulevard North 33.08 feet to the point of beginning.

II. EASEMENT RIGHTS

A. Road Easements: Together with an easement and right-of-way, in common with others, for the benefit of the property described above as Lot No. 2 in, over, under, and through the property described below as Road Easement Area No. 1 and Road Easement Area No. 2 (collectively, "Executive Boulevard") for use for all purposes for which a public highway may be used, including vehicular and pedestrian ingress and egress to and from West Street and Lot No. 2 and installation, maintenance, repair, reconstruction, replacement, and operation of sewer and all other utility pipes, wires, and other facilities and services. Said easement and right of way shall apply to any future extension of Executive Boulevard for use as a public highway. All of said easements and rights-of-way created under this paragraph shall terminate upon the dedication and acceptance of Executive Boulevard as a public highway to and by the Town of Southington.

Road Easement Area No. 1 - EXECUTIVE BOULEVARD NORTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard North" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the northeast corner of Lot No. 2 and the southeast corner of the within described parcel; thence the following two courses and distances along Lot No. 2: along a curve to the left with a radius of 50.00 feet northwest and west 83.08 feet to a point; and S 03° 54' 19" W 817.15 feet to a point; thence the following two courses and distances along other land of The United States Life Insurance Company in the City of New York: N 00° 05' 41" W 60.00 feet to a point; and N 83° 54' 19" E 878.29 feet to a point in the west line of West Street; thence the following two courses and distances along the west line of West Street: along a curve to the right with a chord bearing of S 00° 43' 12" W and a radius of 3776.53 feet 32.76 feet to a point; and S 03° 53' 51" E along West Street 82.34 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard North has been extended.

Road Easement Area No. 2 - EXECUTIVE BOULEVARD SOUTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard South" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the southeast corner of Lot No. 2 and the northeast corner of the parcel herein described; thence S 00° 58' 09" W along the west line of West Street 161.22 feet to a point; thence the following four courses and distances along other land of The United States Life Insurance Company in the City of New York: along a curve to the left with a radius of 50.00 feet northwest and west 84.70 feet to a point; S 83° 54' 19" W 329.19 feet to a point; southwest and south along a curve to the left with a radius of 250.00 feet 287.88 feet to a point; and N 74° 19' 10" W 60.00 feet to a point; thence along Lot No. 2 the following three courses and distances: along a curve to the right with a radius of 310.00 feet northeast and east 308.13 feet to a point; N 83° 54' 19" E 349.02 feet to a point; and along a curve to the left with a radius of 50.00 feet, northeast and north 72.58 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard South has been extended.

B. Storm Water Drainage Easements: Together with an easement, in common with others, for the benefit of the property described above as Lot No. 2 in, over, under, and through these three certain pieces or parcels of land described below as Drainage Easement Area No. 1, Drainage Easement Area No. 2, and Drainage Easement Area No. 3 for the right to install and maintain pipes and other facilities for storm water drainage and the right to discharge water on the surface thereof and to flow water thereon and east therefrom and the right to maintain any pipes, ditches, spillways, or other facilities with regard to such flow. The Grantor reserves the right at its cost to relocate the

easement areas described herein, provided it conveys substitute easements comparable to the easements to be released and at its cost constructs storm water drainage facilities of capacity comparable to those existing in the easement areas to be released.

Drainage Easement Area No. 1: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the northwest corner of the property described above as Lot No. 2; thence S 08° 05' 41" E along Lot No. 2 20.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 100.00 feet to a point; N 08° 05' 41" W 20.00 feet to a point; and N 83° 54' 19" E (along an area shown on the aforesaid map as "30' Drainage Easement to be Deeded to the Town of Southington") 100.00 feet to the point of beginning.

Drainage Easement Area No. 2: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of the property described above as Lot No. 2, which point is 250.00 feet S 05° 05' 41" E of the northwest corner of Lot No. 2; thence S 08° 05' 41" E along Lot No. 2 200.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 200.00 feet to a point; N 08° 05' 41" W 250.00 feet to a point; and N 83° 54' 19" E 200.00 feet to the point of beginning.

Drainage Easement Area No. 3: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being a portion of the area shown and designated as "30' Drainage Easement to be Deeded to the Town of Southington" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the southwest corner of the property described above as Lot No. 2; thence running the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 145.00 feet to a point; N 08° 05' 41" W 20.00 feet to a point; and N 83° 54' 19" E 145.00 feet to a point in the west line of Lot No. 2; thence S 08° 05' 41" E along the west line of Lot No. 2 20.00 feet to the point of beginning.

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ADDRESS: 2280 Northeast Drive
Waterloo, Iowa
COUNTY: Black Hawk County
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

The South 1,417.65 feet of Lot No. 1 in Northeast Industrial Park Plat No. 1, Waterloo, Black Hawk County, Iowa;

Together with non-exclusive easement rights contained in Building Easement Agreement dated January 21, 1997, filed February 14, 1997 in 14 Base 98, Black Hawk County Records, as amended by Amendment to Building Easement Agreement dated September 16, 1997, filed November 5, 1997 in 16 Base 401, Black Hawk County Records.

ADDRESS: 450 Stern Street
COUNTY: Oberlin, Ohio
ASSESS. PARCEL #: Lorain County

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Parcel No. 1:

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio: and being a part of Original Lot No. 77 of said Township, bounded and described as follows:

Beginning at a point in the centerline of Oberlin Road, said point being the Northeastly corner of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, South 01 deg. 21' 47" West a distance of 401.08 feet to a point, said point being the true place of beginning:

Thence North 99 deg. 27' 30" West a distance of 280.00 feet to a point:

Thence North 01 deg. 21' 47" East, a distance of 399.66 feet to a point, said point being in the Northerly line of Original Lot No. 77:

Thence North 89 deg. 44' 56" West in the Northerly line of Original Lot No. 77, a distance of 634.68 feet to a point, said point being the Northeastly corner of land conveyed to the City of Oberlin by deed recorded in Deed Volume 1200, Page 228 of the Lorain County Record of Deeds and also being in the Northerly line of Original Lot No. 77:

Thence in the Easterly line of land so conveyed to the City of Oberlin, South 01 deg. 22' 30" West a distance of 856.34 feet to an iron pin found at the Southeastly corner of land so conveyed to the City of Oberlin, said point also being the Northeastly corner of land conveyed to William Feather, Jr. by deed recorded in Deed Volume 1239, Page 348 of the Lorain County Record of Deeds:

Thence South 89 deg. 27' 30" East a distance of 634.80 feet to a point:

Thence North 01 deg. 21' 47" East a distance of 400.00 feet to a point:

Thence South 89 deg. 27' 30" East a distance of 280.00 feet to a point in the centerline of Oberlin Road and the easterly line of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, North 1 deg. 21' 47" East, a distance of 60 feet to the place of beginning:

Containing within said bounds 13.28 acres of land, be the same more or less, but subject to all legal highways.

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Parcel No. 2:

Situated in the City of Oberlin, County of Lorain, State of Ohio, being known as all of Sublot No. 5 in Stern Street Subdivision No. 2, a re-subdivision of part of Sublot No. 2 and all of Sublot Nos. 3 and 4, and part of Stern Street as vacated by Ordinance No. 95-61 said resubdivided parcels in the plat of Stern Street Subdivision as recorded in Volume 54, Page 33 of Lorain County Plat Records, and more definitely described as follows:

Beginning in the Northwesterly corner of Sublot No. 2 in Stern Street Subdivision recorded as aforesaid:

Thence South 89 deg. 33' 30" East in the northerly line of Sublot No. 2, a distance of 197.37 feet to the northwesterly corner of said Sublot No. 5; said point is the principal place of beginning;

Thence continuing South 89 deg. 33' 30" East in the northerly line of said Sublot No. 5, a distance of 348.46 feet to the northeasterly corner of Stern Street Subdivision No. 2;

Thence South 1 deg. 22' 30" West in the easterly line of Stern Street Subdivision No. 2 a distance of 836.35 feet to the southeasterly corner of said Subdivision;

Thence North 89 deg. 27' 30" West in the southerly line of Stern Street Subdivision No. 2, a distance of 314.53 feet to a point;

Thence North 76 deg. 52' 24" West in the southerly line of Stern Street Subdivision No. 2, a distance of 29.59 feet to the southwesterly corner of Sublot No. 5 in said subdivision;

Thence North 1 deg. 02' 30" East in the westerly line of Sublot No. 5, a distance of 849.03 feet to the principal place of beginning;

Enclosing a parcel containing 6.7953 acres, but subject to all legal highways.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 5th day of June A.D., 1998 at 2:18 o'clock P. M. and duly recorded in Vol. M98 of Deeds on Page 19225

FEE \$285.00

By Bernetha G. Leisch, County Clerk