

FILED
COLLATERAL ASSIGNMENT OF RENTS AND LEASES

Nov 30 12 18 PM '84

STATE OF WISCONSIN
COUNTY OF WAUKESHA DONNIE S. TANKERSLEY
R.M.C.



THIS ASSIGNMENT is made this 29th day of November, 1984 by NATIONAL SELECT PLACEMENT-XXII LIMITED PARTNERSHIP, a Wisconsin limited partnership, having an address at c/o National Development and Investment, Inc., 13555 Bishop's Court, Brookfield, Wisconsin 53005 (hereinafter referred to as "Borrower") to MIDDLETON GENERAL PARTNERSHIP, a Utah general partnership, having an address at c/o CFS Financial Corp., 324 South State Street, Fifth Floor, Salt Lake City, Utah 84111.

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W I T N E S S E T H :

That for and in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid by the Lender to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower, the Borrower hereby grants, transfers and assigns to the Lender:

I.

All of the Borrower's interest as lessor in and to the "Leases". The term "Leases" as used in this Assignment shall be deemed to include any and all of the leases now or hereafter placed during the term of this Assignment upon the premises (the "Premises") conveyed by that certain Exculpated Purchase Money Third Mortgage of Real Estate and Security Agreement (the "Mortgage") of even date herewith executed by the Borrower in favor of the Lender, the Premises being more fully described in Exhibit "A" attached hereto and made a part hereof.

II.

All rents, income and profits arising from the Leases, and all renewals and extensions thereof, together with all rents, income, profits, issues, revenues and benefits from the use and occupation of the Premises.

The Leases and all rents, income, profits, issues, benefits and revenues assigned hereby are hereinafter sometimes collectively referred to as "Collateral".

THIS ASSIGNMENT is made for the purpose of providing additional security for a loan (the "Loan") made by the Lender to the Borrower and shall secure:

A. The payment of the principal sum, interest and any other indebtedness evidenced by that certain Exculpated Purchase Money Promissory Note in the original principal amount of Six Hundred Thirty-Eight Thousand Forty-One and No/100 Dollars (\$638,041.00) as said note may from time to time hereafter be extended, renewed and modified, of even date herewith, executed by the Borrower payable to the order of Lender and secured by the Mortgage. Said note, as it may from time to time hereafter be extended, renewed and modified, is herein referred to as the "Note".

B. The payment of all other sums with interest thereon becoming due and payable to the Lender under the provisions of this Assignment or of the Note, the Mortgage or any other instruments evidencing, securing or concerning the Loan (hereinafter

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