

4

Recording Requested By And
When Recorded Mail To:

Prentiss Properties Superior I, L.P.
1717 Main Street
Suite 5000
Dallas, Texas 75201

Attention: Mr. Dennis DuBois

This document prepared by Douglas M. Ellis.

94026270

MORTGAGE ASSIGNMENT

SUPERIOR BANK FSB, a federal savings bank ("Assignor") the successor-in-interest to Lyons Savings and Loan Association ("Lyons"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to PRENTISS PROPERTIES SUPERIOR I, L.P., a Delaware limited partnership ("Assignee"), without recourse or representation or warranty of any kind or nature (except as otherwise set forth in that certain Subperforming and Nonperforming Mortgage Loan and REO Purchase Agreement [the "Purchase Agreement"] dated as of February 17, 1994, between Assignor and Assignee, as successor to Prentiss Properties Limited, Inc.):

The mortgage loan identified on Exhibit A hereto (the "Mortgage Loan"), including the promissory note(s) related thereto together with all amendments, supplements and modifications thereto and all liens, financing statements, guaranties and security interests securing the payment of the Mortgage Loan, including, without limitation, the mortgagee's interest under the mortgage or deed of trust and any other documents recorded in the real property records and with the Secretary of State of the jurisdiction in which such real property, as legally described on Exhibit C hereto, is located with respect to such Mortgage Loan, as such documents are more particularly described and referenced on Exhibit B hereto (collectively, the "Mortgage Documents"), and any other documents, agreements, instruments, insurance policies or property relating to the Mortgage Loan and all right, title, interest, claims, demands, causes of action and judgments securing or relating to the Mortgage Loan (collectively, the "Other Loan Documents and Collateral"), except as otherwise specifically reserved by Assignor under the Purchase Agreement.

RECORDED
APR 7 1 48 PM '94

Statewide Insurance Company

1500
ct

TO HAVE AND TO HOLD the Mortgage Loan, Mortgage Documents and the Other Loan Documents and Collateral, together with all and singular the rights and privileges thereunto in any way belonging unto Assignee, its successors and assigns, forever.

DATED March 29, 1994, to be effective March 29, 1994.

ASSIGNOR:

SUPERIOR BANK FSB,
a federal savings bank

By: [Signature]
Name: Ronald S. Simon
Title: SVP

Document
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Thomas L. Merriott, a notary public in and for the county in the state aforesaid, do hereby certify that Ronald S. Simon, the Senior V.P. of SUPERIOR BANK FSB, a federal savings bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior V.P., appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of SUPERIOR BANK FSB, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of March, 1994.

[Signature]
Notary Public

My Commission Expires:
6/5/96

OFFICIAL SEAL
THOMAS L MERRIOTT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 5, 1996

f:\bank\dme\pool7A\0002.new

EXHIBIT A

Mortgage Loan

That certain loan evidenced by that certain Note dated March 7, 1984, made by Lake County Trust Company, not personally but as Trustee under Trust Agreement dated December 12, 1974 and known as Trust No. 2173 ("Borrower"), to the order of Lyons in the original principal amount of \$1,616,000.



EXHIBIT B

Mortgage Documents

1. Mortgage dated March 7, 1984, made by Lake County Trust Company, as Trustee on behalf of Borrower to Lyons, and recorded in the Recorder's Office of Lake County, Indiana (the "Recorder's Office") on March 8, 1984, as Document No. 748159.

2. Assignment of Rents and Leases dated March 7, 1984, made by Borrower to Lyons, and recorded in the Recorder's Office on March 8, 1984 as Document No. 748160.

3. Loan and Security Agreement dated March 7, 1984, by and between Borrower and Lyons.

4. Guaranty dated March 7, 1984, made by Dr. Afzal Ahmad and Dr. Shireen Ahmad, jointly and severally, to Lyons.

5. UCC-3 Financing Statement made by Borrower to Lyons and recorded in the Recorder's Office on November 1, 1988 as Document No. 295668, extending UCC-1 Financing Statement recorded in the Recorder's Office on March 8, 1984 as Document No. 263402.

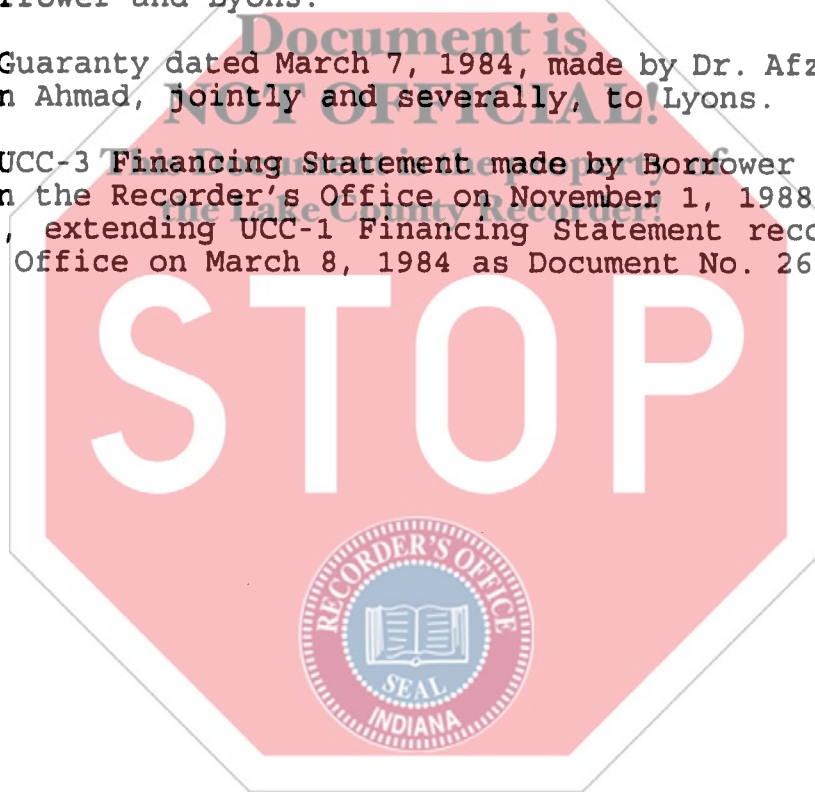


EXHIBIT C

Legal Description
(Highland)

Parcel 1: Part of the Southwest quarter of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest quarter, said point being 635.0 feet East of the Southwest corner of said quarter section; thence South 89 degrees 23 minutes 30 seconds East on said South line, a distance of 300 feet; thence North 0 degrees 07 minutes 45 seconds West parallel to the West line of said quarter section, a distance of 350.75 feet; thence North 89 degrees 21 minutes 45 seconds West, a distance of 300 feet; thence South 0 degrees 07 minutes 45 seconds East parallel to said West line a distance of 350.91 feet to the place of beginning, excepting therefrom the North 9.5 feet of the South 200.43 feet of the East 1 foot thereof, all in the Town of Highland, in Lake County, Indiana.

Document is
NOT OFFICIAL!

Parcel 2: Part of the Southwest quarter of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest quarter, said point being 935.0 feet East of the Southwest corner of said Southwest quarter; thence South 89 degrees 23 minutes 30 seconds East on said South line a distance of 129.0 feet; thence North 0 degrees 07 minutes 45 seconds West, parallel to the West line of said Southwest quarter a distance of 362.27 feet, to the South line of Ellendale First Addition to the Town of Highland, as shown in Plat Book 32, page 78; thence South 77 degrees 51 minutes 27 seconds West a distance of 52.34 feet along said South line of Ellendale First Addition; thence North 89 degrees 21 minutes 45 seconds West a distance of 77.81 feet; thence South 0 degrees 07 minutes 45 seconds East, parallel to said West line, a distance of 150.32 feet; thence North 89 degrees 23 minutes 30 seconds West, parallel to said South line, a distance of 1.0 feet; thence South 0 degrees 07 minutes 45 seconds East, parallel to said West line, a distance of 9.5 feet; thence South 89 degrees 23 minutes 30 seconds East, parallel to said South line, a distance of 1.0 feet; thence South 0 degrees 07 minutes 45 seconds East, parallel to said West line, a distance of 190.93 feet to the place of beginning, in the Town of Highland, in Lake County, Indiana.

Parcel 3: Part of the Southwest quarter of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest quarter said point being 1064.0 feet East of the Southwest corner of said Southwest quarter; thence South 89 degrees 23 minutes 30 seconds East on said South line a distance of 66.0 feet; thence North 0 degrees 07 minutes 45 seconds West, parallel to the West line of said Southwest quarter a distance of 377.16 feet; thence South 77 degrees 51 minutes 27 seconds West a distance of 67.47 feet; thence South 0 degrees 07 minutes 45 seconds East parallel to said West line a distance of 362.27 feet to the place of beginning, all in the Town of Highland, in Lake County, Indiana.