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GEORGE J. ...
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RECORD - RETURN TO

NEW YORK LAND SERVICES, INC.
639 3rd AVENUE, 5th FLOOR
NEW YORK, N.Y. 10017
TEL: (212) 490-2277
FAX: (212) 490-8012

94556314

ASSIGNMENT OF MORTGAGE

Amelia Apts. (3)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, the FEDERAL HOME LOAN BANK OF NEW YORK ("Assignor"), hereby assigns and transfers unto FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GOLDOME ("Assignee") any and all right, title, and interest that Assignor may have in and to that certain promissory note and mortgage or deed of trust described in Exhibit A attached hereto and incorporated herein by reference, and the other collateral instruments securing such promissory note. Assignor hereby endorses such promissory note and the collateral instruments securing same to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Mortgage to be duly executed effective as of the 16th day of October, 1991.

(Corporate Seal)

FEDERAL HOME LOAN BANK OF NEW YORK

Prepared By: John Carter Biggs

By: [Signature]

Name: Marianne R. Totaro

Title: Vice President

STATE OF New Jersey

COUNTY OF Middlesex

1994

On this 5th day of January, ~~1993~~ 1994, before me, the undersigned officer, personally appeared Marianne R. Totaro, who acknowledged ~~himself~~ herself to be the Vice President of Federal Home Loan Bank of New York, a corporation, and that ~~he~~ she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Federal Home Loan Bank of New York by ~~himself~~ herself as Vice President.
Title of Officer

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

Roseann U. Guarneri
Notary Public

My commission expires:

Name: Roseann U. Guarneri
Title: Senior Secretary

ROSEANN U. GUARNIERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 16, 1996

FEE 22.00 R FB 09840
DEL 0/0 COMP CP
LEGAL PG 3/15/94

See attached

IMPRINTED CORPORATE SEAL REGISTER OF DEEDS

IMPRINTED SEAL REGISTER OF DEEDS

Exhibit A

Promissory Note dated February 29, 1988, executed by Tzoriss Partnership, a Nebraska general partnership ("Tzoriss"), payable to the order of Goldome Credit Corporation ("GCC"), in the original principal amount of \$1,611,051.42, as amended and restated by that certain Amended Promissory Note dated July 7, 1988, executed by Dundee Realty Investment Company, a Nebraska general partnership ("Dundee"), payable to the order of GCC, in the original principal amount of \$1,686,051.42, and secured by, among other things, that certain Deed of Trust, Security Agreement and Assignment of Rents dated February 29, 1988, executed by Tzoriss, covering certain real and personal property located in Douglas County, Nebraska (the "Property"), and recorded in Book 3199, Page 644 of the Mortgage Records of Douglas County, Nebraska, as amended and restated by that certain Amended Deed of Trust, Security Agreement and Assignment of Rents dated July 7, 1988, executed by Dundee, covering the Property, and recorded in Book 3250, Page 734 of the Mortgage Records of Douglas County, Nebraska.

Omaha Apts.

39-09840

Lots 7 and 8, and the East 40 feet of Lot 9, in Block 100, in DUNDEE PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

The West 10.00 feet of Lot 9 and all of Lot 10, in Block 100, in DUNDEE PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and a strip of ground 7.00 feet wide North and South by 60.00 feet long East and West, being the North half of the vacated alley adjoining said property on the South;

And the East triangular part of the North 100.00 feet of Lot 11, in Block 100, in DUNDEE PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Lot 11 and running thence South along the line between Lots 10 and 11 in said Block 100, 100.00 feet; thence Northwesterly directly in a straight line to a point on the North line of said Lot 11, 6 inches West of the Northeast corner thereof; thence East 6 inches to the Place of Beginning;

Lots 23 and 24, in Block 113, in DUNDEE PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

The East 54 feet of the South 155.50 feet of the North 270 feet of Lot 9, in Block 4, in PARK PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and

Lot 6, in Block 2, in BRENNAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

Lots 3 and 4, and the East 45 feet of Lot 5, in Block 115, in DUNDEE PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Joint Driveway Easement dated May 6, 1927, filed June 20, 1927, in Book 80 at Page 235 of the Records of Douglas County, Nebraska, wherein a perpetual joint driveway is established in the West 6 feet of Lot 6, Block 100, and the East 6 feet of Lot 7, Block 100, Dundee Place;

Joint Driveway Easement as contained in Warranty Deed filed December 9, 1975, in Book 1534 at Page 94 of the Deed Records of Douglas County, Nebraska, which provides for a driveway easement for ingress and egress only over the East 8.5 feet of Lot 22, Block 113, and the West 1.5 feet of Lot 23, Block 113, Dundee Place;

11-29440

11-04440

39-09840

X