

December 6, 1996

Ms. Barbara Raskob
University of New Mexico
Scholes Hall, Room 233
Albuquerque, NM

RE: TI# 963341SD
1800 Sigma Chi NE
Lot 6, Blk 1, Sigma Chi Addn

Dear Ms. Raskob:

Attached please find the following pertaining to the above referenced file:

**Title Binder
**Copies of Schedule B items
**Tax Search
**Special Assessment Search

Please let me know if you need anything else at this time. Thank you again for calling me with this title order, your business is appreciated.

Sincerely,

Patricia L. Pierce

Patricia L. Pierce, Escrow Tech for
Sue Dunworth, Senior Escrow Officer

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

By:

Janet A. Alpert

President

Attest:

John R. Smith

Secretary



LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. EFFECTIVE DATE: November 25, 1996 at 8:00 a.m. CASE NO. 963341SD
2. POLICY OR POLICIES TO BE ISSUED:
(a) AMOUNT \$ 163,000.00
x ALTA OWNER'S POLICY 10-21-87 (Rev. 10-17-92)

PROPOSED INSURED:

The Regents of the University of New Mexico

AMOUNT \$

- (b) ALTA LOAN POLICY 10-21-87 (Rev. 10-17-92)
PROPOSED INSURED:

AMOUNT \$

- (c) PROPOSED INSURED:

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

E. William Peterson, a single person, and Janice K. Schmitz, a single person

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

Lot numbered Six (6) in Block numbered One (1) of the Plat of Block One of the SIGMA CHI ADDITION to the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on March 29, 1937 in Plat Book D, page 15.

COUNTERSIGNED AT Albuquerque, New Mexico

Case Number 963341SD sy
Schedule A-Page 1

Mendoza
Authorized Officer or Agent
Form No. 91-88 (SCH. A) NM 6 (10/85)
035-1-088-0001/7

This commitment is invalid unless
the insuring Provisions and
Schedules A and B are attached

L A W Y E R S T I T L E
I N S U R A N C E C O R P O R A T I O N

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B--SECTION 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and fully filed for record to-wit:

1. Warranty Deed from E. William Peterson and Janice K. Schmitz, (provide respective marital status' and joinder of respective spouses, if married), to The Regents of the University of New Mexico.

Item (c) Payment of any and all taxes now due and payable up to and including taxes for the year 1996, plus any penalties and interest.

Item (d) Payment and Release of the following:

1. Mortgage dated May 28, 1987 in favor of WestAmerica Mortgage Company, executed by E. William Peterson, an unmarried man and Janice K. Schmitz, an unmarried woman, securing note in the amount of \$74,736.00, recorded May 29, 1987 in Book MD 901-A, page 62 as Document No. 8755978; assigned to Fleet Mortgage Corp., by Assignment of Mortgage recorded September 18, 1987 in Book Misc. 535-A, page 837 as Document No. 87-97463, records Bernalillo County, New Mexico.

This commitment is invalid unless
the Insuring Provisions and
Schedules A and B are attached.

Case Number 963341SD
Schedule B--Section 1--Page 1
Form No. 91-88 (B-1) NM 6 (10/85)
ALPA Commitment to Insure 1971

LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B--SECTION 2

Exceptions

II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of the satisfaction of the Company.

GENERAL EXCEPTIONS:

1. Rights or claims of parties not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams, lakes or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public record.
9. Taxes for the year 1997, and thereafter.
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIFIC EXCEPTIONS: (SEE EXHIBIT "B" ATTACHED)

General Exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable regulations, upon payment of all additional premiums required by the applicable regulations, upon receipt of the required documents and upon compliance with the Company's underwriting standards for each such deletion. General Exception 5, may be deleted from Policy if the name insured in the case of an Owner's Policy, or the vestee, in the case of a Loan Policy is a corporation, a partnership, a partnership, or other artificial entity or a person holding title as a trustee.

Case Number 963341SD

LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

EXCEPTIONS EXHIBIT "B"

11. Reservations contained in Patent from the United States of America, recorded in Book 22, page 160, records Bernalillo County, New Mexico.
12. Restrictive Covenants affecting the insured premises, but omitting any such covenant or restriction based on race, color, religion or national origin, recorded in Book 176, page 79, records Bernalillo County, New Mexico.
13. Utility Easement reserved along the rear Four and one-half (4.5') feet of the insured premises, as set forth in Restrictive Covenants recorded in Book 176, page 79, records Bernalillo County, New Mexico.
14. Encroachment and Easement Agreement recorded May 29, 1987 in Book Misc. 492-A, page 783 as Document No. 8755976, records Bernalillo County, New Mexico.
15. Rights of Tenants, as Tenants only, under unrecorded Leases and/or Rental Agreements, Sub-Leases and Assignments thereto.

This commitment is invalid unless
the Insuring Provisions and
Schedules A and B are attached.

Case Number 963341SD
Schedule B Section 2 Page 1
Form No. 91-88 (B-2) 035-1-088-0001/7

OPTION: INC TAX BILL NO: 96139577 (TERMID:NB05) PAYMENT DUE

TOTAL: 494.61 CURR: 120396
494.61 INTEREST: YES DATE: 120396

	ADM-FEE	PENALTY	INTEREST	TAX	TOTAL-DUE
FULL:	.00	.00	.00	989.22	.00 **
1st:	.00	.00	.00	494.61	.00 **
2nd:	.00	.00	.00	494.61	494.61
90131147 *	.00	.00	.00	733.26	.00 **
91130989 *	.00	.00	.00	780.20	.00 **
92131095 *	.00	.00	.00	798.34	.00 **
93132137 *	.00	.00	.00	927.96	.00 **
94133889 *	.00	.00	.00	930.66	.00 **
95137066 *	.00	.00	.00	962.52	.00 **
.....	.00	.00	.00	.00	.00 ..
.....	.00	.00	.00	.00	.00 ..
.....	.00	.00	.00	.00	.00 ..
TOTAL					.00 --

NAME: PETERSON E WILLIAM & UPC: 1-015-057-468522-13223

MGC#: 0870-0000 FLEET MORTGAGE

OPTION: INV TAX BILL NO: 96139577 (TERMID:NB05) PROPERTY TAX VALUATION

INQUIRY DATE: 12/03/96 UPC: 1-015-057-468522-13223

T-R-S: 10N 03E 21 LOT: BLOCK: AFC

LEGAL: LT 6 BLK 1 SIGMA CHI ADDN CONT 9,268 SQ FT +-

PROPERTY ADDRESS: TAX DIST: C 12

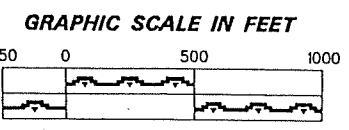
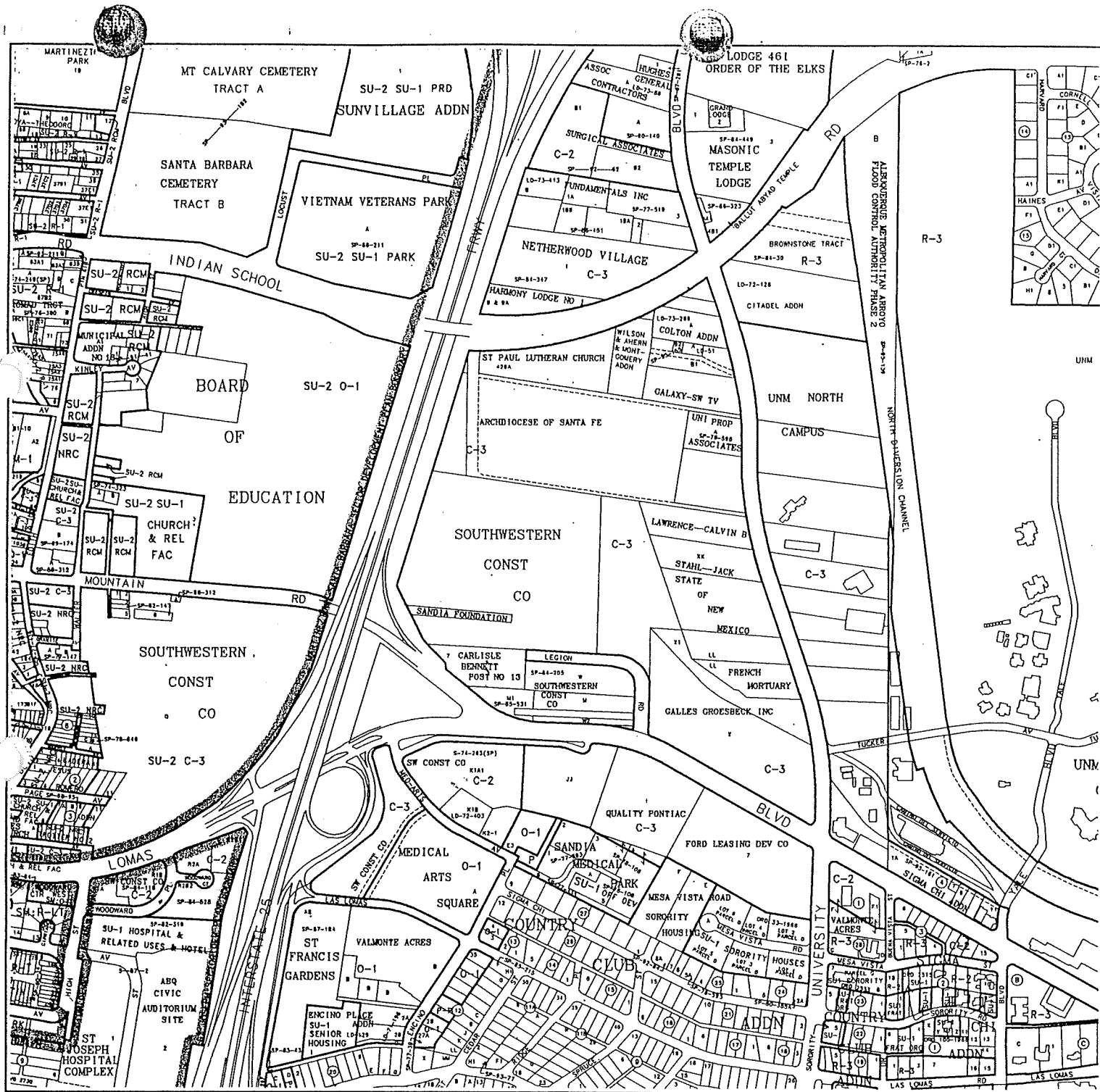
DOC#: 87-55977

ASD LAND:	37,072	TXB LAND:	12,356	STAT EX:	0
ASD IMPV:	44,410	TXB IMPV:	14,802	VET EX:	0

TOTAL: 81,482 TOTAL: 27,158 NET TXBL: R 27,158

NAME: PETERSON E WILLIAM &
ADDRESS: SCHMIDT JANICE K
1800 SIGMA CHI NM 87106

REQ BY ALBUQUERQUE
MGC #: 0870-0000 FLEET MORTGAGE
MESSAGES: LOAN: 0005137129

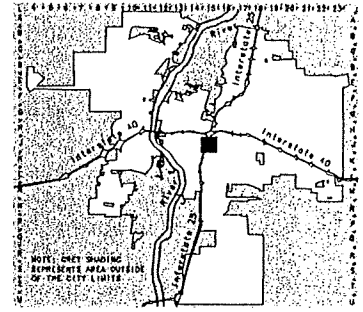


ALBUQUERQUE METROPOLITAN AREA FLOOD CONTROL AUTHORITY PHASE 2

PLANNING DEPARTMENT

© Copyright 1996

Map Amended through April 19, 1996



LEGAL DESCRIPTION

T10N
R3E
SEC 16

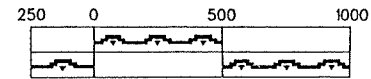
UNIFORM PROPERTY CODE

1-018-068

J-15-Z

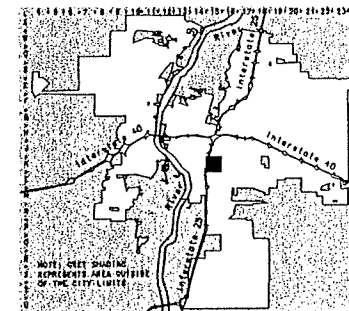


GRAPHIC SCALE IN FEET



CITY OF Albuquerque
 A **Graphic Information System**
 PLANNING DEPARTMENT
 © Copyright 1996

Map Amended through February 20, 1996



LEGAL DESCRIPTION

TION
 R3E
 SEC 21

UNIFORM PROPERTY CODE
 1-018-087

K-15-Z

ORIGINAL

U. S. PATENT

THE UNITED STATES OF AMERICA

TO

AMOS W. KIMBALL

Certificate No. 1191

The United States of America

To All to whom these presents shall come - Greeting:

Whereas AMOS W. KIMBALL of Bernalillo County, New Mexico Territory has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Santa Fe, New Mexico Territory, whereby it appears that full payment has been made by the said Amos W. Kimball according to the provisions of the Act of Congress of the 24th day of April, 1920, entitled "An Act making further provisions for the sale of the Public Lands", and the acts supplemental thereto, for the

Lots numbered One, Two, Three and Four of Section Twenty-one in Township Ten North of Range Three East of New Mexico Meridian in New Mexico Territory containing Seventy-four acres and Seventy-six Hundredths of an acre according to the official Plat of the Survey of the said Lands returned to the General, which said Tract has been purchased by the said Amos W. Kimball.

Now Know Ye, That the United States of America in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted and by these presents do give and grant, unto the said Amos W. Kimball and to his heirs, the said Tract above described.

To Have and To Hold the same together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said Amos W. Kimball and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Ninth day of November, in the year of our Lord, one thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and Sixteenth.

Recorded Vol. 3, page 478

By the President: Benjamin Harrison
By E. MacFarland, Asst. Secretary
J. R. Conwell, Recorder of the
General Land Office ad interim.

Filed April 6, 1892
Recorded in book 22, page 160
Records of Bernalillo County, N.M.

ORIGINAL

**COVENANTS AND BUILDING RESTRICTIONS FOR BLOCKS ONE
AND TWO OF THE SIGMA CHI ADDITION TO THE CITY
OF ALBUQUERQUE, NEW MEXICO**

This agreement for building restrictions and other covenants to run with the land known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, is made and entered into this 11th day of July, 1940, between the Sigma Chi Association of the University of New Mexico, owners of the unsold portion of said addition, and E. J. Workman and Maud Workman, his wife; William E. Burk and Suzanne Burk, his wife, D. Patrick Miller and Betty A. Miller, his wife; Allen Earl Vincent and Sarah Francis Vincent, his wife; J. Vernon Taylor and Una Taylor, his wife, and the Albuquerque National Trust & Savings Bank, trustee of the T. M. Dorris Trust, previous purchasers of certain lots in said addition, and in consideration of the mutual promises and agreements herein contained it certifies that the following covenants shall be binding on the owners of lots in Blocks One and Two of said addition and their subsequent grantees, heirs, executors, administrators, successors or assigns and shall be and hereby are made covenants running with the land and premises known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to-wit:

1. Only one single family dwelling, house of a cost of at least Four Thousand Dollars (\$4000) and one detached garage or other building shall be erected on the premises herein conveyed. Plans and specifications for such structures shall be submitted to the architect of the Sigma Chi Association of the University of New Mexico for written approval thereof, and such approval shall be given where the plans and specifications shall conform suitably with that in the addition and the requirements of municipal building ordinances are complied with.

2. The premises affected hereby shall not be subdivided or replatted by any subsequent grantee, but nothing herein contained shall prevent the owner or owners of more than one lot from reselling a portion thereof provided that no house occupy less than one entire lot.

3. All adobe buildings must be properly finished on the exterior within six months after construction.

4. No building shall be fronted on a side street, except a garage, the architecture of which shall conform to the general style of the house erected upon the premises.

5. No temporary building shall at any time be erected or placed on the premises except sheds or workshops for use in connection with the building of permanent buildings in the course of construction.

6. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises prior to the completion of a permanent dwelling.

7. No building, porch, or other structure shall be erected on the premises nearer than twenty-five (25) feet from the street line or nearer than five (5) feet from the front sixty (60) feet of the line of the adjoining lot or lots and all dwelling houses shall face the street adjoining said premises toward the front property line, not, however, to restrict corner lots as to more than one frontage.

8. No close board or unsightly fence shall be erected on the said premises.

9. No building erected on the said premises shall be used for any purpose other than as a single family dwelling, provided that nothing herein contained shall prevent a family occupying a house upon the said premises from renting one or more rooms of the same to a bona fide university students or persons domiciled and employed in the City of Albuquerque, New Mexico.

10. The premises affected hereby shall not be used or occupied by any person or persons of Oriental or African descent but this covenant shall not prevent the employment of servants acting solely under the direction of the owner or lessee thereof and residing temporarily upon such premises during their employment.

11. No building erected on said lots shall be used as a store or a sanatorium (sanatorium being defined as any place harboring three or more people suffering from tuberculosis.)

12. In the event no alley is platted abutting the rear line of any lot an easement is reserved along the rear four and one-half feet thereof for the use of the city, or any public utility company for the installation, *maintainance*, and servicing of telephone, electric lines, gas lines, sewer lines, and for the use of other public utilities and conveniences.

13. All lots to be improved shall be provided with concrete curbs and gutters.

14. All lots to be improved shall be serviced with City water, sewer, gas and electricity, or have similar services available.

15. Sigma Chi Association of the University of New Mexico, in consideration of these premises covenants that no additional structure shall be erected on Lot 7 (part of Lot A, as replatted) in Block 1 of the Sigma Chi Addition, unless the same shall be a part of the Sigma Chi Fraternity house now located on said Lot 7.

16. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them.

17. If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said blocks one and two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. In the event the land heretofore conveyed, or any part thereof, is a corner lot, as shown and described on the map and plat thereof, the owner thereof will not oppose the improvement on the map and plat thereof, the owner thereof shall and does hereby consent for themselves and subsequent grantees that the Sigma Chi Association of the University of New Mexico may have and is here-by given the power irrevocable to consent to such improvement as may be inaugurated by the governing body of the City of Albuquerque under the then existing improvement laws to pave and otherwise improve the street abutting the land hereinbefore described.

20. None of the covenants herein contained shall extend to other platted property owned by the Sigma Chi Association of the University of New Mexico, lying to the north of Blocks One and Two nor shall the foregoing covenants, except as provided by Paragraph 5, apply to Lot 7 of Lot A as replatted, that being the premises and adjoining ground occupied by the fraternity house of the Sigma Chi Association of the University of New Mexico.

21. All existing mortgagees in consideration of the premises and acknowledgment of betterment of their security due to the covenants above set out, append their signatures below as consenting to this agreement and agree that such existing mortgages are hereby made subject to the restrictions herein set forth.

In Witness Whereof, this Agreement and covenants to run with the land, is executed the day and year first above written, to remain in full force and effect until December 31, 1965.

(Corporate Seal)

Attest:—

Genevieve Stern
Acting Secretary.

The above and foregoing is approved and agreed to:

Eugenio Perez, 1st Mortgagee
By P. C. Rodey, Atty.

Grand Council of Sigma Chi
Fraternity—2nd. Mortgagee
By P. C. Rodey, Agent.

The above and foregoing is approved and agreed to:

Albuquerque National Trust &
Savings Bank, Albuquerque,
New Mexico, Mortgagee.
By R. M. Elder, Trust Officer.

SIGMA CHI ASSOCIATION OF THE
UNIVERSITY OF NEW MEXICO.

Pearce C. Rodey, President.

(Sgd.) E. J. Workman

(Sgd.) Maud Workman

(Sgd.) W. E. Burk
William E. Burk

(Sgd.) Suzanne Burk

(Sgd.) D. Patrick Miller.

The above and foregoing is approved and agreed to:

ALBUQUERQUE FEDERAL
SAVINGS & LOAN ASSOCIATION.
By Hugh J. Graham, Secy.-Treas.
Mortgagee.

The above and foregoing is approved and agreed to:

No Mortgage on Burk property.

(Sgd.) Betty A. Miller.

The above and foregoing is approved and agreed to:

(Sgd.) Allen Earl Vincent

Mortgage & Investment Co. of

El Paso, Texas.

By Clair A. Callender,

Vice-Pres. Mortgagee.

(Sgd.) Sarah Frances Vincent

The above and foregoing is approved and agreed to:

(Sgd.) J. Vernon Taylor

Albuquerque Federal Savings & Loan Association.

By Hugh J. Graham, Secy.-Treas. Mortgagee.

(Sgd.) Una Taylor

(Corporate Seal)

Attest:

G. Giomi

A. Cashier.

ALBUQUERQUE NATIONAL
TRUST & SAVINGS BANK,
Trustee of T. M. Dorris Trust.
By R. M. Elder, Trust Officer.

State of New Mexico,
County of Bernalillo.....ss.

On this 6th day of July, 1940, before me personally appeared, Pearce C. Rodey, who being first duly sworn upon oath, states: That he is an officer, to-wit, President of the Sigma Chi Association of the University of New Mexico, a corporation organized and existing under and by virtue of the laws of the State of New Mexico; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Pearce C. Rodey, acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

Viola Perdue, Notary Public.
My commission expires: June 3, 1944.

(Notarial Seal).

State of New Mexico,
County of Bernalillo.....ss.

On this 11th day of July, 1940, there personally appeared before me E. J. Workman and Maud Workman, his wife; William E. Burk, Suzanne Burk; D. Patrick Miller and Betty A. Miller, his wife; Allen Earl Vincent and Sarah Francis Vincent, his wife; J. Vernon Taylor and Una Taylor, his wife, to me personally known to be the persons described in and who executed the above and foregoing instrument and who acknowledged to me that they executed the same as their free act and deed for the uses and purposes therein set forth.

Viola Perdue, Notary Public.
My commission expires: June 3, 1944.

(Notarial Seal)

State of New Mexico,
County of Bernalillo.....ss.

On this 16th day of July, 1940, before me personally appeared, R. M. Elder, who being first duly sworn upon oath, states that he is an officer, to-wit: Trust Officer of the Albuquerque National Trust & Savings Bank, Trustee of T. M. Dorris Trust, a corporation organized and existing under and by virtue of the laws of the United States; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. M. Elder acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year last above written.

Virginia Klein, Notary Public
My commission expires: 8/31/41.

(Notarial Seal).

FILED T. L. 10. 10. 40

This Agreement is made and entered into this 28th day of May, 1987, by JAMES P. HAGAN and LENA BELL HAGAN, husband and wife, (hereinafter referred to as HAGAN), & E. WILLIAM PETERSON, a single person, and JANICE K. SCHMITZ, a single person, (hereinafter referred to as PETERSON/SCHMITZ).

WHEREAS, HAGAN is the owner of two parcels of property located on Sigma Chi Rd. N.E., Albuquerque, New Mexico, which are more particularly described as follows:

Lot numbered Six (6) in Block numbered One of the Plat of Block One of the SIGMA CHI ADDITION to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 29, 1937 in Plat Book D, page 12. (hereinafter Lot numbered 6)

and Lot numbered Five (5) (except the Easterly Twenty-four and Eighty-five one hundredth feet (Ely.24.85') thereof) in Block numbered One (1) of the Plat of Block One of the SIGMA CHI ADDITION to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 29, 1937 in Plat Book D, page 12. (hereinafter Lot numbered 5)

and WHEREAS, the above described Lot numbered 6 is to the West of and adjoins Lot numbered 5; and

WHEREAS, a portion of the residence on Lot numbered 6 encroaches upon Lot numbered 5 as is shown on the two surveys dated December 22, 1986 attached hereto and incorporated herein by reference; and

WHEREAS, the parties hereto acknowledge the existence of and acquiesce in the above-noted encroachment; and

WHEREAS, PETERSON/SCHMITZ wish to continue to use the ^{of which will not extend beyond five feet North of the subject en-} Westerly 5 feet of Lot numbered 5 for the purpose of maintenance, encroachment repair and access to the residence located on Lot numbered 6; and

WHEREAS, HAGAN, on behalf of themselves, their heirs, successors and/or assigns, wish to grant to PETERSON/SCHMITZ the right to continue to use the encroaching property and to encroach upon Lot numbered 5 as heretofore noted and to reserve unto themselves, their heirs, successors and/or assigns, the right upon the destruction of the permanent structure. Upon Lot numbered 6 to order the removal of the encroaching property.

IT IS AGREED AS FOLLOWS:

784

1. HAGAN, on behalf of themselves, their heirs, successors and/or assigns, hereby grant to PETERSON/SCHMITZ the right to use the above described westerly 5 feet of Lot numbered 5, Unit 1, Sigma Chi Addition which is encroached upon by the property located on Lot numbered 6 and reserving for themselves, their successors and assigns, the right, in the event of the destruction of the permanent structures on Lot numbered 6 to remove the encroachment and to deny any further encroachment upon Lot numbered 5.
2. It is further agreed by and between HAGAN and PETERSON/SCHMITZ, that in the event of said destruction, all costs associated with the removal of such encroachment shall be borne by PETERSON/SCHMITZ.
3. It is further agreed by all parties that the property, until removed, shall be maintained in its existing form, size and length and shall not be altered in any way, shape or form.
4. PETERSON/SCHMITZ agree to bear all expenses and responsibility of maintaining the property.
5. The parties hereto specifically agree that the purpose of this Agreement is to prevent any party from obtaining an easement on or claim to any portion of Lot numbered 5 by virtue of adverse possession or easement by prescription and that any easement granted herein terminates upon the removal of the permanent structures upon Lot numbered 6.
6. PETERSON/SCHMITZ specifically agree that in the event of the subsequent destruction of the residence, they shall remove any debris and rebuild any structure only within the property line of Lot numbered 6 as is shown on the attached Certificate of Survey.
7. In the event the located on Lot numbered 6 is destroyed, the easement granted herein for the westerly five feet of Lot numbered 6 shall simultaneously terminate and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

James P. Hagan
JAMES P. HAGAN
William Peterson
E. WILLIAM PETERSON

Lena Bell Hagan
LENA BELL HAGAN
Janice K. Schmitz
JANICE K. SCHMITZ

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 28th day of May, 1987, by JAMES P. HAGAN and LENA BELL HAGAN, husband and wife.



OFFICIAL SEAL
MARY E. RAE
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 11/21/88 Notary Public
Mary E. Rael

My Commission Expires:

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 28th day of May, 1987, by E. WILLIAM PETERSON and JANICE K. SCHMITZ.

Mary E. Rael
Notary Public

My Commission Expires:



OFFICIAL SEAL
MARY E. RAE
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 11/21/88

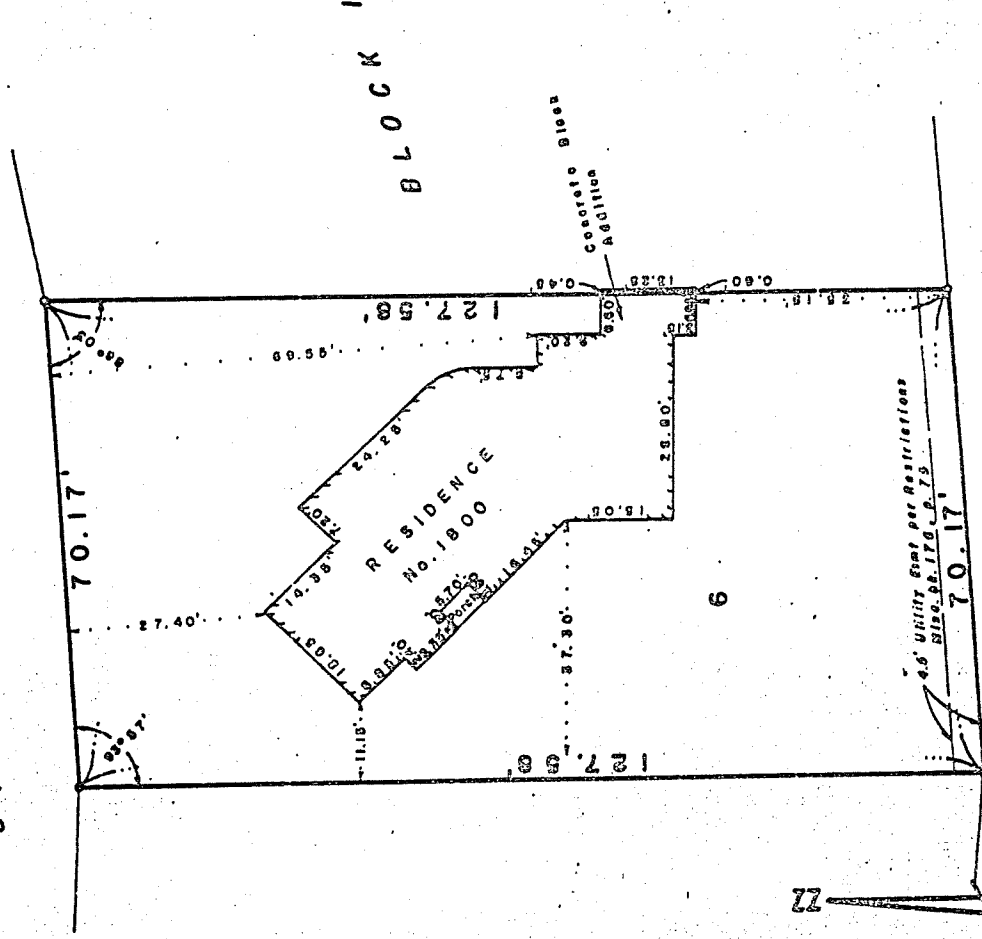
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
87 MAY 29 AM 9:04
BY *Janice K. Schmitz* PG 20-785
GLADYS M. DAVIS
CLERK & RECORDER
Janice K. Schmitz DEPUTY

CERTIFICATE OF SURVEY

786

Lot numbered Six (6) in Block numbered One (1) of the Plat of Block One of the SIGMA CHI ADDITION to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 29, 1937 in Plat Book D, page 12.

S I G M A C H I R D. N. E.



Section 17 = 20'

Order No. 86-2432

Book 23, Page 117

SURVEYOR'S CERTIFICATE

State of New Mexico

County of Bernalillo

20' PUBLIC ALLEY

I hereby certify that the property shown on the Plat herein is not within the 100 year flood plane.

Carl R. Harrington
Carl R. Harrington
N.M.L.S. 7909

Information shown hereon is for Heritage and Title Company purposes only. No property corners were set by this survey. The offsets shown are for specific purposes and are not intended for use in erecting fences or other improvements.

I, CARL R. HARRINGTON, licensed under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me from notes of an actual field survey, that the plat hereon is true and correct representation of the improvements as determined by said survey, the dimensions of said property being as indicated by the plat, also, location and type of buildings and structures on the property being shown hereon and being located within the boundaries of the property; the contents thereof being the contents indicated, and based upon the plat of record and examination provided. This certificate is given in full compliance with the laws of the State of New Mexico, and is given under my hand and seal of office on this 22nd day of DECEMBER, 1936.

CARL R. HARRINGTON
124 Monroe St. N.E.
(508) 265-0560



57.93'

SIGMA

67.59
105.657
117.57

105.657

86.98

70.17

93.57

142.38

5

127.58

Sec 16
Sec 21

TION RRM

6

to N Line
Los Lomas Rd.
South

127.58

Land of
Southwestern Construction Co.
of South
TOWN

65.15

200.47

70.17

20.05

200.47

PLACE

UNIVERSITY

East
Line
330.19'

40'

DIR 19 Country Club Addition

70.17

93.57

65.15

200.47

122.58

127.10

127.10

2

1

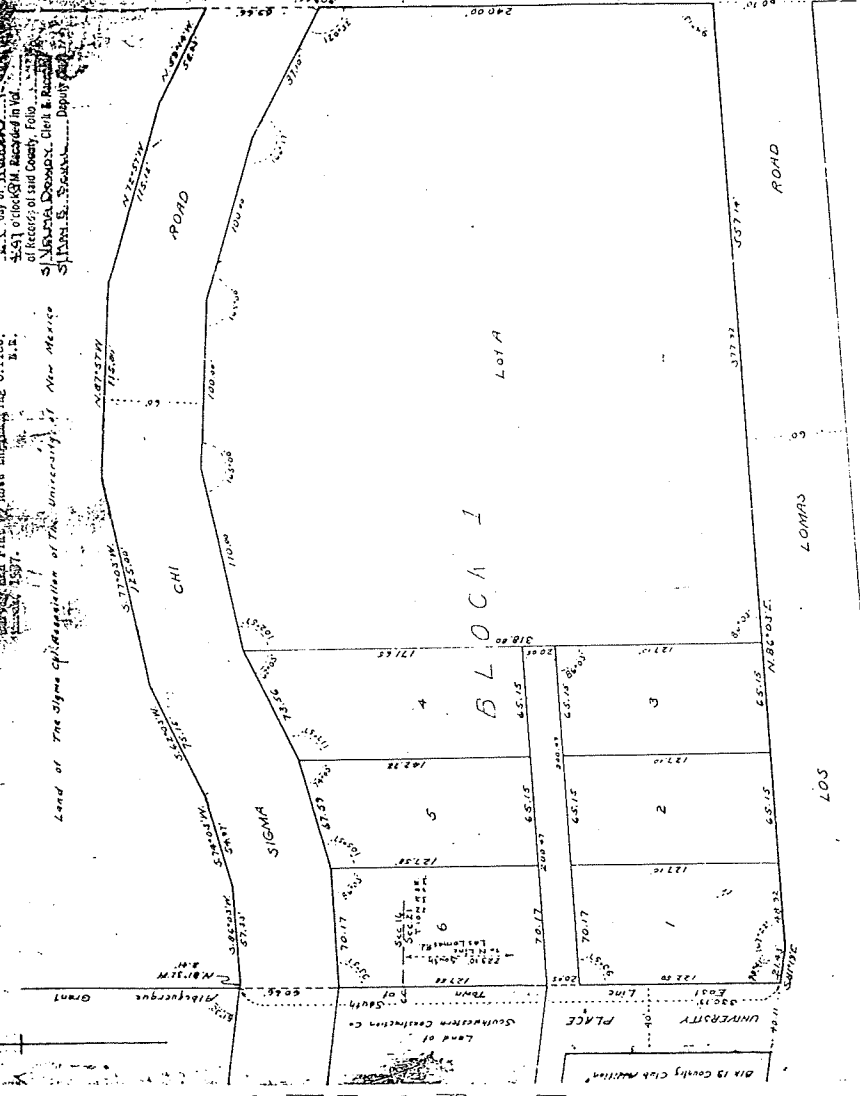
167.02

33-2-26



ALPHONSE, ADMINISTRATOR COUNTY OF MADISON,
 State of Wisconsin
 Estate: 1 Inch = 50 Feet.
 Survey and Plan for the University of Wisconsin
 Survey of 1897.
 Land of The Sigma Chapter of the University of Wisconsin

Site of the University
 County of Madison
 The instrument was filed
 23. day of November
 1937 at 10:48 AM. Recorded in W
 of Records of said County, Vol.
 MARIA D. DOWNEY, Clerk & Recorder
 JOHN B. STANLEY, Deputy Clerk



I, the undersigned, being a duly qualified Surveyor in and for the County of Madison, State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original of the Survey and Plan for the University of Wisconsin, as the same appears from the records of said County, and that the same was filed for record in said County on the 23rd day of November, 1937, at 10:48 AM.

Edmund Ross

Lawrence H. Hoadley

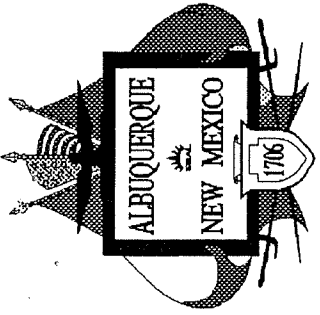
March 13, 1944

Capo & Becker

I, the undersigned, being a duly qualified Surveyor in and for the County of Madison, State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original of the Survey and Plan for the University of Wisconsin, as the same appears from the records of said County, and that the same was filed for record in said County on the 23rd day of November, 1937, at 10:48 AM.

E. O. Butta

RECORDED
 INDEXED
 MARCH 13 1944
 COUNTY CLERK
 COUNTY OF MADISON
 STATE OF WISCONSIN



Special Assessments

Property Municipal Lien Report Cover Sheet

For:
 Lawyers Title Insurance Corporation
 301 Gold Ave SW
 Albuquerque, NM 87102
 Agent: Sue Dunworth

Request Date: 11/26/96
 Completed Date: 11/26/96
 Report Print Date: 11/26/96

Request Log No.: 96-002494

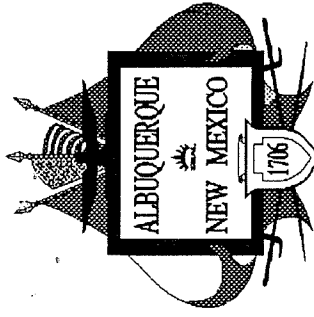
Title Co File No.: 963341SD

Title Co A/R Billing Acct. No.: 4757

Total Search Request Charge: \$25.00

UPC	Contig Lot	Block	SubDivision / Addition	Property Address	Property Address
1-015-057-468-522-13223	<input type="checkbox"/>	6	1	Sigma Chi Addn	Not Available

----- Title Search Properties -----



Special Assessments

Property Municipal Lien Report

For: Lawyers Title Insurance Corporation

301 Gold Ave SW

Albuquerque, NM 87102

Agent: Sue Dunworth

Request Date: 11/26/96

Completed Date: 11/26/96

Report Print Date: 11/26/96

Request Log No.: 96-002494

Title Co File No.: 963341SD

Property:

Address: Not Available

UPC: 1-015-057-468-522-13223

Legal: LOT 6 BLK 1 SIGMA CHI ADDITION CONT 9,268 SQ FT +-.

Owner:

William Peterson

1800 Sigma Chi NE

Albuquerque NM 87106

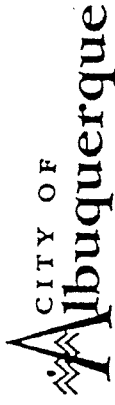
SAD Improvement	Item Num	Total Principal	Current Interest	Delinquent Interest	Penalty	Next Period Interest	Other	Payoff Amount
								\$.00

Special Assessment(s) Total Due \$.00

**** No Municipal Liens for this Property ****

----- End Of Municipal Lien Report For This Property -----

Searched By: act/gm



REQUEST FOR OUTSTANDING SPECIAL ASSESSMENT, WEED, LITTER AND
DEMOLITION LIENS AND PRORATA CHARGES.

NOV 26 1996

REQUEST DATE 11/26/96 NOV 26 1996

NAME OF TITLE COMPANY LAWYERS TITLE INSURANCE
ADDRESS 301 GoId SW Albq NM 87102
ESCROW OFFICER SUE DUNWORTH PHONE # 247 1011
TITLE CO. FILE # 963341SD SELLER Jan Schmitz and William Peterson
Buyer: The Regents of the University

The following information must be filled out completely for processing. A Property Tax Code is required for each legal description. If a Property Tax Code does not exist, please provide the previous code or legal description along with the most recent legal description.

PROPERTY TAX CODE: 1-015-057-468522-13223 ZONE ATLAS PAGE K15

LEGAL DESCRIPTION: Addition Sigman Chi Addn. Lot 6 Block 1
OTHER _____

PROPERTY ADDRESS: 1800 Sigman Chi NE

For Office Use Only
Log# _____ Searched by _____

CITY OF ALBUQUERQUE
768-2850

STANDBY FILE NO: L960893

Lawyers Title
Insurance Corporation

REQUEST FOR ALL OUTSTANDING STANDBY CHARGES

DATE: 11/26/96

FILE NO: 963341SD

301 GOLD AVENUE S.W.

TELEPHONE NO. 247-1011 OR

ESCROW OFFICER: Sue Dunworth

OFFICE: Downtown

PURCHASER: The Regents of the University

ADDRESS OF PROPERTY: 1800 Sigman Chi NE

FOR STANDBY USE ONLY!

PROPERTY TAX CODE #: 1-015-057-468522-13223 ZONE ATLAS PAGE K15

LEGAL DESCRIPTION: LOT: 6 BLOCK: 1

ADDITION: Sigman Chi Addn.

OTHER: _____

STANDBY CHARGES REPORT

RE: _____ STANDBY ACCT. #'S: R1513223

LEGAL DESCRIPTION:

(legal description per request)

OUTSTANDING CHARGES:

BACKCHARGED Principal for _____ THRU _____ :

CURRENT Principal for _____ THRU _____ :

DELINQUENT Principal for periods THRU _____ :

INTEREST on Delinquent Chgs THRU _____ :

TOTAL OUTSTANDING, DUE ON OR BEFORE _____ :

Interest Accruing *1 for _____ :

Accruing Charges for _____ THRU _____ :
(NOT PAYABLE UNTIL BILLED)

*1 INTEREST: (Charges monthly @ 8% per annum, = .66% per month, on unpaid Delinquent Principal charges. Principal charges become delinquent after the 10th day of month following billing.)

No Standby Charges Accruing as of 11/26/96
By _____ ep

STANDBY CHARGES SECTION, BY _____

DATE _____