

Property Description & Analysis **UNIFORM RESIDENTIAL APPRAISAL REPORT** File No. □□

Property Address 1809 Roma, NE Census Tract 5 LENDER DISCRETIONARY USE  
 City Albuquerque County Bernalillo State N.M. Zip Code 87110 Sale Price  
 Legal Description Lot 1, Block A, Campus of UNM Mortgage Amount \$ **RECEIVED**  
 Owner/Occupant Mrs. D. F. Smith Map Reference K-15 Mortgage Type JUN 4 1987  
 Date of Sale \_\_\_\_\_ Discount Points and Other Fees \$ \_\_\_\_\_ OFFICE  
 Loan charges/concessions to be paid by seller \$ \_\_\_\_\_ Paid by Seller **REAL ESTATE**  
 R.E. Taxes \$ \_\_\_\_\_ Tax Year \_\_\_\_\_ HOA \$/Mo. \_\_\_\_\_ UNIVERSITY OF NEW MEXICO  
 Lender/Client \_\_\_\_\_

PROPERTY RIGHTS APPRAISED  
 Fee Simple  
 Leasehold  
 Condominium (HUD/VA)  
 De Minimis PLD

NEIGHBORHOOD ANALYSIS  
 Employment Stability  Good  Avg.  Fair  Poor  
 Convenience to Employment      
 Convenience to Shopping      
 Convenience to Schools      
 Adequacy of Public Transportation      
 Recreation Facilities      
 Adequacy of Utilities      
 Property Compatibility      
 Protection from Detrimental Cond.      
 Police & Fire Protection      
 General Appearance of Properties      
 Appeal to Market

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 Protection from Detrimental Cond.      
 Police & Fire Protection      
 General Appearance of Properties      
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NOTE: Race or the racial composition of the neighborhood are not considered reliable appraisal factors.  
 COMMENTS: The subject is one of two privately-owned homes in the block. Desirable area for professors providing on-campus living.

Dimensions 92.99' x 145'  
 Site Area 13,485 Sq. Ft. Corner Lot No  
 Zoning Classification R-3 Zoning Compliance Yes  
 HIGHEST & BEST USE: Present Use SFR Other Use University

UTILITIES  
 Electricity  Public  Other   
 Gas  Street  Asphalt  Public  Private   
 Water  Curb/Gutter  Concrete    
 Sanitary Sewer  Sidewalk  Concrete    
 Storm Sewer  Street Lights  Elec    
 Alley  Gravel

COMMENTS (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): Parking in rear yard for six to eight cars. Parking a premium in the area. Typical public utility easements.

GENERAL DESCRIPTION  
 Units One  
 Stories One  
 Type (Det./Alt.) Det  
 Design (Style) Adobe  
 Existing Yes  
 Proposed \_\_\_\_\_  
 Under Construction \_\_\_\_\_  
 Age (Yrs.) 50 YRS.  
 Effective Age (Yrs.) 20 YRS

EXTERIOR DESCRIPTION  
 Foundation Concrete  
 Exterior Walls Adobe/Blk  
 Roof Surface BU Tar  
 Gutters & Dwnspis. Adequate  
 Window Type Casement  
 Storm Sash None  
 Screens Yes  
 Manufactured House No

FOUNDATION  
 Slab \_\_\_\_\_  
 Crawl Space Yes  
 Basement 7' x 14'  
 Sump Pump Yes  
 Dampness No  
 Settlement No  
 Infestation No

ROOMS  
 Foyer Living  
 Basement \_\_\_\_\_  
 Level 1 1  
 Level 2 \_\_\_\_\_

EXTERIOR DESCRIPTION  
 Dining \_\_\_\_\_  
 Kitchen \_\_\_\_\_  
 Den \_\_\_\_\_  
 Family Rm. \_\_\_\_\_  
 Rec. Rm. \_\_\_\_\_  
 Bedrooms 3  
 Bath(s) 2

FOUNDATION  
 Slab \_\_\_\_\_  
 Crawl Space Yes  
 Basement 7' x 14'  
 Sump Pump Yes  
 Dampness No  
 Settlement No  
 Infestation No

FINISHED AREA ABOVE GRADE CONTAINS: 6 Rooms, 3 Bedrooms(s), 2 Bath(s), 1974 Square Feet of Gross Living Area

SURFACES  
 Floors H/W Avg Plaster Gd  
 Walls Wood Gd  
 Trim/Finish Vinyl Avg  
 Bath Floor Cerm. Avg  
 Bath Wainscot Wood Gd  
 Doors \_\_\_\_\_

HEATING  
 Type CFA FF  
 Fuel Gas  
 Condition Good  
 Adequacy Good  
 COOLING  
 Central \_\_\_\_\_  
 Other Evap.  
 Condition Good  
 Adequacy Good

KITCHEN EQUIP.  
 Refrigerator   
 Range/Oven   
 Disposal   
 Dishwasher   
 Fan/Hood   
 Compactor   
 Washer/Dryer   
 Microwave   
 Intercom

ATLICS  
 None   
 Stairs   
 Drop Stair   
 Scuttle   
 Floor   
 Heated   
 Finished

FIREPLACE(S) W/B # 1  
 CAR STORAGE: Garage  Attached   
1 Carport  Detached   
 Condition Avg None  Built-in   
 Estimated Remaining Economic Life 50 Yrs.  
 Estimated Remaining Physical Life 50 Yrs.

ADDITIONAL FEATURES: CFA Furnace about one year old. Stuccoed wall 5' privacy rear yard.  
Flagstone patio and walks. Stuccoed wall 5' throughout house.

DEPRECIATION (Physical, functional and external inadequacies, repairs needed, modernization, etc.): Kitchen cabinets need new counter top and sink.

GENERAL MARKET CONDITIONS AND PREVALENCE AND IMPACT IN SUBJECT/MARKET AREA REGARDING LOAN DISCOUNTS, INTEREST BUYDOWNS AND CONCESSIONS:  
See attached. Land lease has about 50 years remaining. Terms \$1 per year.

**UNIFORM RESIDENTIAL APPRAISAL REPORT** File No.

**Valuation Section**

Purpose of Appraisal is to estimate Market Value as defined in the Certification & Statement of Limiting Conditions.

**BUILDING SKETCH (SHOW GROSS LIVING AREA ABOVE GRADE)**

If for Freddie Mac or Fannie Mae, show only square foot calculations and cost approach comments in this space.

.75'	X	11.1'	8
27.5'	X	64.4'	1771
1.4'	X	34.3	48
25.4'	X	3.8'	96
1.3'	X	19.6'	25
6	X	22.1'	133
Porch 12.6'	X	8.5'	-107
			1974

**ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:**

Dwelling	1974	Sq. Ft. @ \$ 47	= \$ 92,778
Extras	W/B FP	Sq. Ft. @ \$	= 2,500
Special Energy Efficient Items			=
Porches, Patios, etc.	Screened		= 2,100
Garage/Carport	Stg 430	Sq. Ft. @ \$ 16.50	= 7,095
Total Estimated Cost New			= \$ 104,473

**Physical Functional External**

Less	50	-0-	-0-	= \$ 52,236
Depreciation				= \$ 52,237
Depreciated Value of Improvements				= \$ 7,500
Site Imp. "as is" (driveway, landscaping, etc.)				= \$ 59,000
ESTIMATED SITE VALUE				= \$ 118,737

**INDICATED VALUE BY COST APPROACH**

(If leasehold, show only leasehold value.)

Construction Warranty  Yes  No  
 Name of Warranty Program \_\_\_\_\_  
 Warranty Coverage Expires \_\_\_\_\_

(Not Required by Freddie Mac and Fannie Mae)  
 Does property conform to applicable HUD/VA property standards?  Yes  No  
 If No, explain: **Terms of Lease**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1809 Roma	1405 Sigma Chi	1417 Sigma Chi	1603 Roma
Proximity to Subject		4 Blks West	4 Blks West	2 Blks West
Sales Price	\$	\$ 145,000	\$ 140,000	\$ 140,000
Price/Gross Liv. Area	\$	\$ 63.04	\$ 57.38	\$ 44.29
Data Source	Inspection	MLS	MLS	MLS
VALUE ADJUSTMENTS	DESCRIPTION	+ (-) \$ Adjustment	+ (-) \$ Adjustment	+ (-) \$ Adjustment
Sales or Financing Concessions	Conv. Buyer 2 pts 4/87		Owner 10% \$25,000 dwn	Conv. \$14,000 dwn 10%
Date of Sale/Time			10/86	11/86
Location	Campus	Country Club	Country Club	Country Club
Site/View	93x145	82 x 142	69 x 125	75 x 142
Design and Appeal	Adobe/ Gd	Frame Stucco	Brick/ Pit.	Brk./Pt/2 Sty
Quality of Construction	Good	Similar	Similar	Similar
Age	50 yrs.	30 yrs.	27 yrs.	60 yrs.
Condition	Good	Similar	Similar	Similar
Above Grade	Total	Total	Total	Total
Room Count	7	7	7	9
Gross Living Area	1974	2,300	2,440	3,161
Basement & Finished Rooms Below Grade	Unfin.	98 sq. ft.	None	Partially below grade
Functional Utility	Average	Similar	Similar	Incl above
Heating/Cooling	CFA Evap.	Hot Wtr; Evap	CFA Evap	Hot Wtr, Evap
Garage/Carport	Sgl. Att.	2 car att.	2 car att.	2 car att.
Porches, Patio, Pools, etc.	St. Wall	Cov. Patio	Open Patio	Open Patio
Special Energy Efficient Items	None	None	None	None
Fireplace(s)	1 W/B	3 W/B	1 W/B	1 W/B
Other (e.g. kitchen equip., remodeling)	Needs Repair	Modern	Modern	Dated
Net Adj. (total)		24,000	20,000	20,000
Indicated Value of Subject		\$ 121,000	\$ 120,000	\$ 120,000

Comments on Sales Comparison: The comparable sales are located in the immediate vicinity of UMM and I believe would attract similar UMM related buyers.

**INDICATED VALUE BY SALES COMPARISON APPROACH**

..... \$ 120,000

**INDICATED VALUE BY INCOME APPROACH** (If Applicable) Estimated Market Rent \$ \_\_\_\_\_ /Mo. x Gross Rent Multiplier = \$ N/A

This appraisal is made  "as is"  subject to the repairs, alterations, inspections or conditions listed below  completion per plans and specifications.

Comments and Conditions of Appraisal: See Attached land lease

**Final Reconciliation:**

This appraisal is based upon the above requirements, the certification, contingent and limiting conditions, and Market Value definition that are stated in

FmHA, HUD &/or VA instructions.

Freddie Mac Form 439 (Rev. 7/86)/Fannie Mae Form 1004B (Rev. 7/86) filed with client

**I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF** May 20 19 87 **to be \$** 120,000

I (We) certify: that to the best of my (our) knowledge and belief the facts and data used herein are true and correct; that I (we) personally inspected the subject property, both inside and out, and have made an exterior inspection of all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(S) SIGNATURE Robert L. Swanson, MAI Review Appraiser SIGNATURE \_\_\_\_\_  
 NAME Robert L. Swanson, MAI (if applicable) NAME \_\_\_\_\_  
 Freddie Mac Form 70 10/86 10Ch. AC Forms and Worms Inc., 315 Whitney Ave., New Haven, CT 06511 1(800) 243-4545 Item #130810 Fannie Mae Form 1004 10/86

LEASEHOLD INTEREST

Definition Leasehold Value: The value of a leasehold interest; the right to use, enjoyment, and profit existing by virtue of the rights granted under a lease instrument. The value of a leasehold interest is the present (discounted) worth of the rent saving, when contractual rent at the time of appraisal is less than the current market rent. If land is improved by the lessee, then the value of the leasehold interest is the present value of the saving in ground rent, if any, in addition to the value (not cost) of the improvements of the lessee. If the contractual rent is greater than the currently established market rent, the present worth of the difference is subtracted from the value of the improvements. (Real Estate Appraisal Terminology, Compiled and Edited by Byrl N. Boyce, Ph.D.).

The lease was entered into July 9, 1938 between the Lessor, UNM and Lessee, Dave F. Smith for a term of 99 years. Rent is \$1.00 per year. Purpose of the lease was for the construction of a single family residence to be owned by the lessee. (See copy of the lease attached).

The lease has about 50 years remaining. The remaining economic life of the improvements I have estimated at 50 years.

Land Value: The subject area is completely built-up, so that in estimating land value by comparison, sales of land in areas of similarly priced homes were used.

Two sales of lots in the Rebonito Addition, which is an established addition with homes in the \$150,000 plus range of value, I believe, would give an indication of land value in the subject area.

Lot D, Block 14, Date of Sale: May 1987, Sale Price: \$40,750 cash, Land Area: 8,559 sq. ft., S.P./S.F.: \$4.76

Lot C, Block 14, Date of Sale: May 1987, Sale Price: \$41,000 cash, Land Area: 10,001 sq. ft., S.P./S.F.: \$4.10

In an area more similar to the subject and zoned RFD, a lot at the corner of Maple and Hazedine sold for \$29,000 in April 1987. The lot was 50' X 132' with an area of 6,600 sq. ft. this would show a value of \$4.39 per sq. ft.

These sale would indicate, I believe, that the subject land would have a value of \$4.50 per sq. ft. for residential use.

Indicated Land Value: 13,484 sq. ft. X \$4.50 = \$60,678 say \$60,000.

Value to the University:

Present Value of the land to be received in 50 years:  
Estimated rate of return: 8%  
Present Value Factor: .0213

\$60,000 X .0213 = \$1,279 Present Value to the University. This would indicate the lessee has \$58,721 say \$59,000 leasehold interest in the land.

### HIGHEST AND BEST USE

The highest and best use is defined as that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Implicit in this definition is a recognition that this use should be 1) legally permissible, 2) most probable, 3) most profitable, and 4) economically feasible.

Land "if vacant" - It is my understanding that there is only one other privately owned property in the subject block. Outside of the subject and the other private residence, the buildings in the block are former residences used for University purposes, this use ranges from offices to fraternity houses. If the land were vacant the highest and best use of the land, under the terms of the lease, would be the construction of a residence for a University professor, as this is the only use of the land that the terms of the lease allow.

Present Improvements - The lease has about 50 years remaining, which is about the remaining life expectancy of the improvements. The property is located across Roma Ave. from the Administration Building, a couple of blocks from the library and on the edge of the main campus. The uses of the surrounding property are University related and are not obtrusive to the privacy of the subject property any more than the typical residence in the area. The highest and best use of the subject property for the lessee, in my opinion, would be the continued use as a residence.

LEASE

This lease, made this 9th day of July, 1938, by and between THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, hereinafter termed "Lessor," and DANE F. SMITH, HEREINAFTER termed "Lessee," WITNESSETH:

That the Lessor does hereby lease, demise and let unto the Lessee the property herein described, for the term and in accordance with the conditions herein set forth, viz:

DESCRIPTION

The description of the real estate is as follows, to-wit:  
Lot 1, Block A, University of New Mexico Campus, as shown by the official plat filed in the office of the County Clerk of Bernalillo County on June 11, 1936.

TERM

The term shall be for the period of ninety-nine (99) years from the date of the lease.

RENTAL RESERVED

The rental to be paid by the Lessee shall be the sum of One (\$1.00) Dollar per year, to be paid annually, the first installment to be paid on or before the 1st day of January, 1939, and each succeeding installment to be paid annually thereafter on or before the 1st day of each succeeding year.

PURPOSE OF LEASE

The Lessee agrees that he will erect upon the above described lot leased to him, within one year from the date of the lease, one residence to be occupied by himself and family, and that the failure of said Lessee to erect said residence, within said period so limited, shall operate as a forfeiture of all rights hereunder.

TYPE OF BUILDING

The residence and any other structure to be erected upon said lot shall conform in architectural style to the general type and style of the buildings upon the Campus of the University of New Mexico. Plans for the proposed structures to be erected upon said lot must be submitted to the Lessor in advance of any construction, and the Lessor shall signify its approval of said plans by endorsement of said approval upon this lease, or an executed copy thereof. No other structures shall be erected upon said lot and no additions or major alterations shall be made to the approved structures, except upon the submission of the plans for such proposed additions or alterations to the Lessor and its approval of the same by endorsement upon this lease, or an executed copy thereof.

TAXES

The Lessee shall pay all general property taxes which may be lawfully levied and assessed against either the demised land or the improvements erected thereon, or both, during the term of this lease.

SPECIAL ASSESSMENTS AND STREET IMPROVEMENTS

The Lessor shall assume and pay all special assessments for alley

or street improvements, including sewers, curbing, paving, street maintenance and any and all other special assessments on alleys and streets contiguous to the leased lot. The Lessee shall be under no obligation to pay for any street improvement or street maintenance, which shall be an obligation of the lessor.

#### EASEMENT

No general dedication to public use of the streets or alleys contiguous to the leased lot is made by the Lessor, but the Lessee is granted an easement, during the term of this lease, for use of such streets and alleys by the Lessee, his successors and assigns, and for the use of the public for social and business purposes as may afford reasonable and proper use of the demised lot for residential purpose.

#### PLAT

The description in this lease is referable to a plat of the Block A University of New Mexico Campus, as recorded in the office of the County Clerk and Recorder of Bernalillo County, New Mexico, on June 11, 1936.

#### RESTRICTIONS

(a) The Lessor hereby expressly consents that the Lessee may execute a mortgage or trust deed upon the lot hereinabove described for the purpose of securing an advancement of the necessary funds to construct the buildings to be erected thereon, said lien to secure not in excess of Fifty-five hundred (\$5500.00) Dollars, and hereby expressly consents and agrees that said lien shall be a first and paramount lien upon the said lot and the improvements to be erected thereon, during the term of the lease or for such lessor time as will permit the payment of the amount secured by the lien; subject, nevertheless, to the further conditions in this instrument set forth.

(b) The Lessee shall use said premises for the purpose of residence only. He shall not at any time use said premises in such a way as to violate any law of the state of New Mexico, or the United States of America. He shall keep and maintain the buildings to be erected upon said lot in a reasonable state of repair and preservation, and shall maintain the entire lot in such reasonable condition that the same shall not constitute a nuisance.

(c) In the event the Lessee shall at any time permit any installment of principal or interest, due or to become due under the terms of the lien instrument, to become delinquent for a period of thirty (30) days, or if the Lessee shall permit any tax lawfully assessed upon said premises to become delinquent for the period of ninety (90) days, or shall otherwise make default under the terms of the instrument creating the lien to secure the advancement of the building fund, then and in such event the Lessor may, by appropriate resolution, declare the forfeiture of the interest of the Lessee in said lease, and shall thereupon succeed to any interest of the Lessee therein, subject to all rights of the mortgagee and its assigns under said lien instrument, and shall have the right to assume and pay the amount of any such delinquencies, and thereafter to pay any amount or amounts due or to become due under the terms of said lien instrument, succeeding to all of the rights of the borrower under the terms of said lien instrument.

In the event of a declaration of forfeiture, as herein provided, the Lessee shall, within thirty (30) days of service of a written notice, try so to do, vacate said premises and yield full possession thereof to the Lessor.

(d) Upon non-payment of the rent specified herein for thirty (30) days after any installment shall become due, or in case of the bankruptcy or insolvency of the Lessee, or the appointment of any receiver or trustee for the property hereinabove described, or the sub-letting of said property for a period in excess of twelve (12) consecutive months, the Lessor may declare a forfeiture hereunder and shall thereupon succeed to all of the rights of the borrower under the lien instrument hereinabove recited, and shall have the right to procure and hold possession of said property in the manner hereinabove specified, subject to all rights of the mortgages and its assigns under said lien instrument.

Nothing herein set forth shall, however, require the Lessor to declare any such forfeiture, except at its election.

(e) The Lessee shall not at any time during the continuance of this lease create any second or junior lien upon said premises, so long as any part of the indebtedness secured by the first lien remains unpaid, and shall not suffer any junior lien to accrue thereon by judgment or by other operation of law.

In the event said Lessee shall create any such junior lien or sufficient same to be created by operation of law, and shall fail to remove any lien so created by operation of law within thirty (30) days of written demand made by the Lessor requiring the Lessee so to do, then the Lessor at its option, may declare a forfeiture in accordance with the procedure hereinabove set forth.

(f) The Lessee may at any time sell or assign this lease to any bona fide member of the faculty of the University of New Mexico, without the consent of the Lessor, but in the event the Lessee should at any time desire to sell or assign this lease to anyone other than a bona fide member of the faculty of the University of New Mexico, the said Lessee shall, at least thirty (30) days before the consummation of any such assignment or lease, notify the Lessor, in writing, of such proposition, giving the name and address of the proposed buyer or assignee, and, in such event, the Lessor shall, during said thirty (30) day period, have the right and privilege of paying to the Lessee the amount for which said lease could, in good faith, have been sold or assigned by the Lessee it being the intent of the Lessor and Lessee herein that the Lessor shall have a preference right to purchase the interest of the Lessee in said lease for the same price which the Lessee could receive in a bona fide sale or assignment to any third person. ||

#### AUTHORITY FOR EXECUTION OF LEASE

This lease is executed by the Lessor pursuant to a Resolution regularly adopted by the Lessor at a regular meeting of the Regents of the University of New Mexico; copy of which Resolution is as follows, to-wit:

"BE IT RESOLVED that the Board of Regents authorize the execution of leases by the President and Secretary of the Regents to members of the faculty of the University above the rank of instructor who have been connected with the University for two or more years in accordance with the proposed lease form which has been approved by the Federal Housing Administration of the Federal Government, except that the time allowed after the execution of such lease for the execution of residence be limited to one year, and that the areas to be allocated for

such leasing shall be designated and approved after further consideration of possible sites."

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its President and Secretary, and its corporate seal to be affixed hereto, and the Lessee has hereunto set his hand, on this 9th day of July, 1938.

(Seal of University of  
New Mexico)

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

ATTEST:  
Adolfo C. Gonzales  
Secretary

By Joseph L. Dailey  
President  
Lessor

Dane F. Smith,  
Lessee

Plans for the structures to be erected upon the lot described in the foregoing lease, said plans having been drawn by T. Charles Gaastra, Architect, were submitted to The Regents of the University and by said Regents duly approved, on the 6th day of July, 1938.

(Seal of the University  
of New Mexico)

Joseph L. Dailey  
President

ATTEST:

Adolfo C. Gonzales  
Secretary

STATE OF NEW MEXICO )  
County of Bernalillo )

: ss.

On this 9th day of July 1938, before me appeared Joseph L. Dailey, to me personally known, who being by me duly sworn, did say he is President of the Regents of the University of New Mexico, a corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Joseph L. Dailey acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal on the day hereinabove written.

Seal.

Claudia M. Marschall  
Notary Public.

My commission Expires Sept. 17, 1939

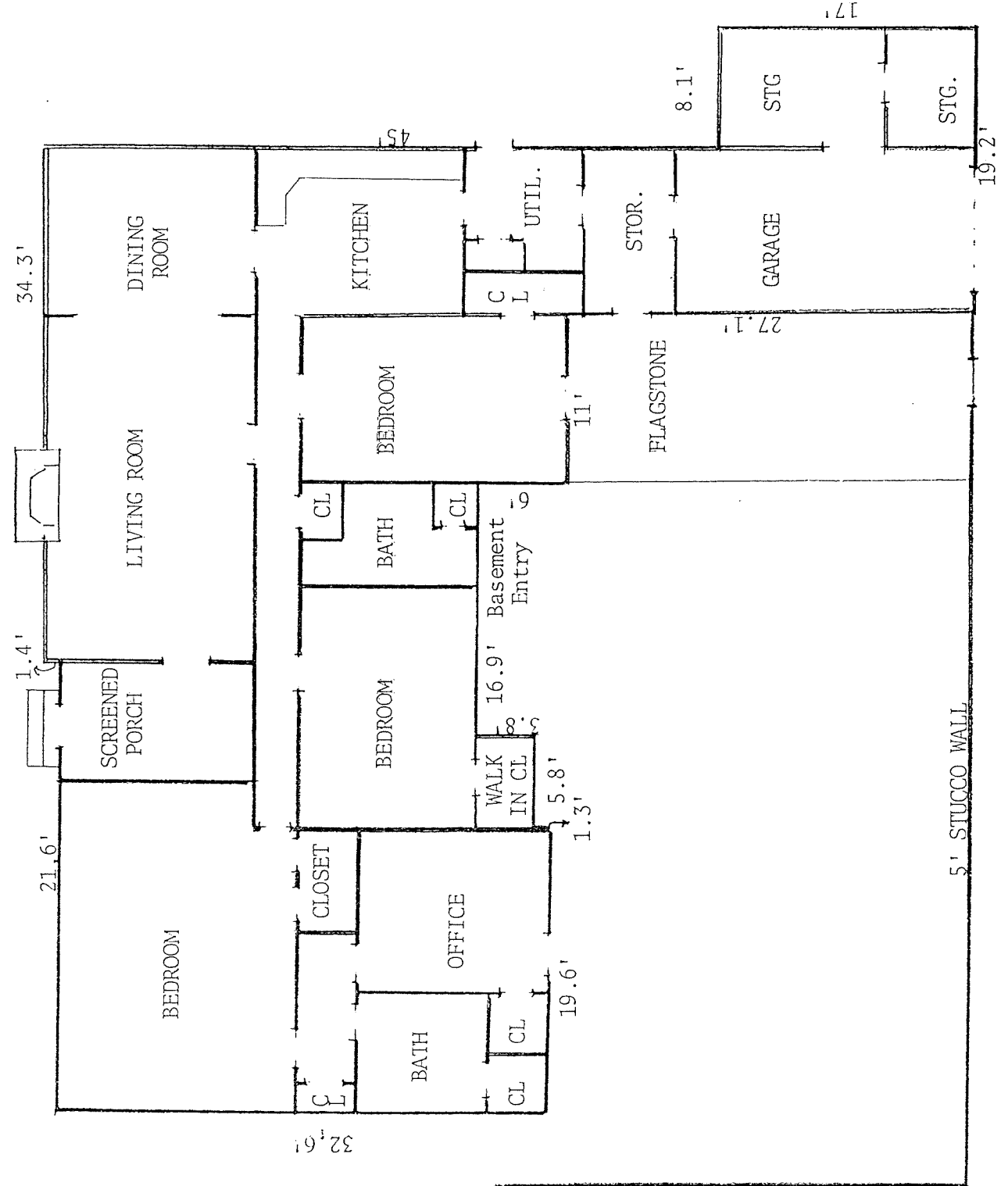
STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

ss.

On this 9th day of July 1938, before me personally appeared Dane F. Smith, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his



# Floor Plan

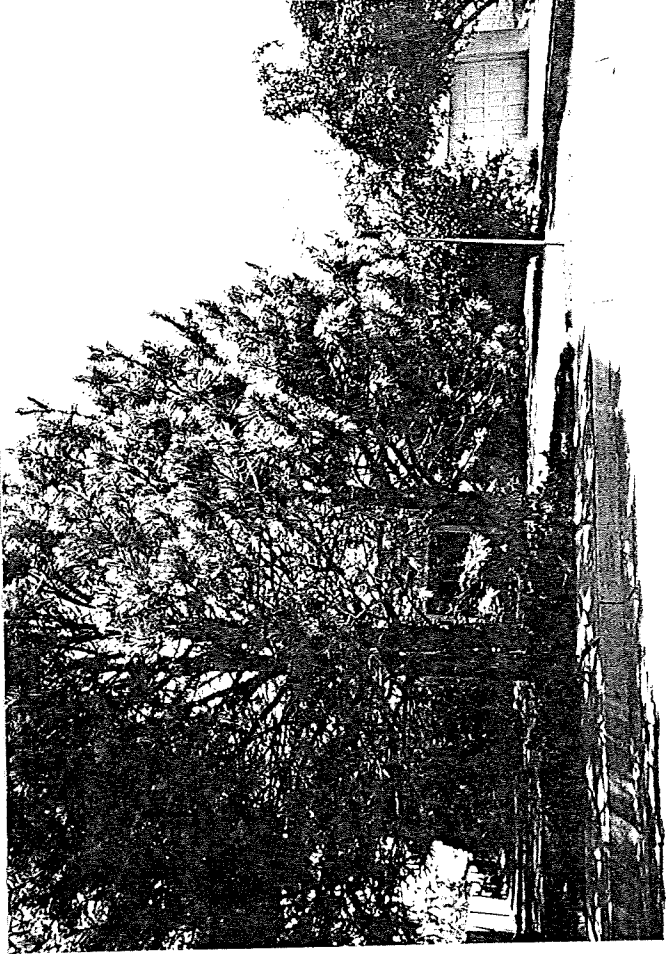


*Re: 1809 Roma*

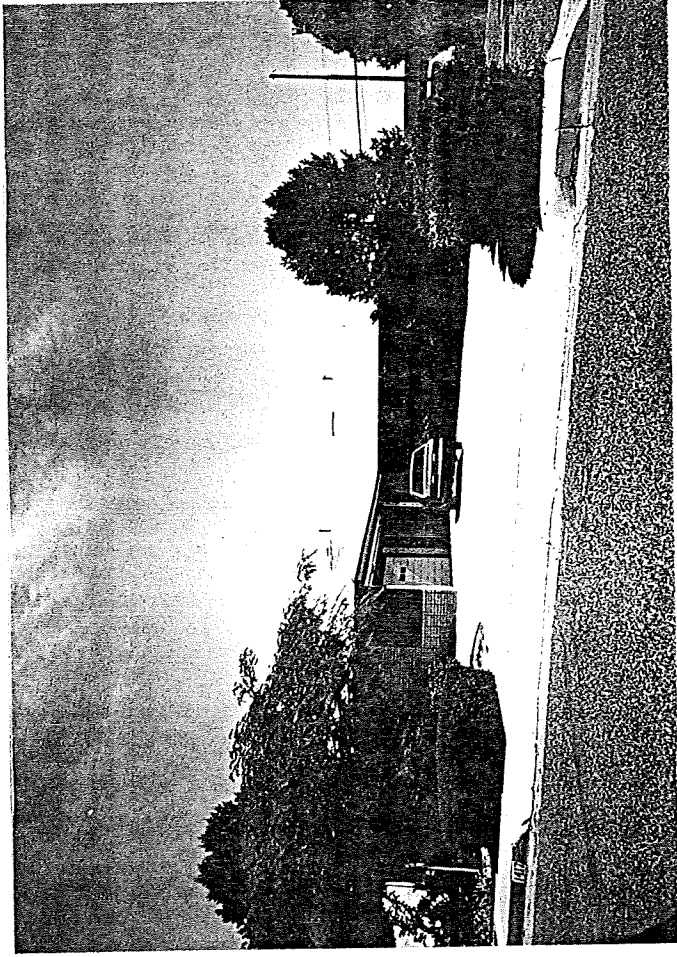




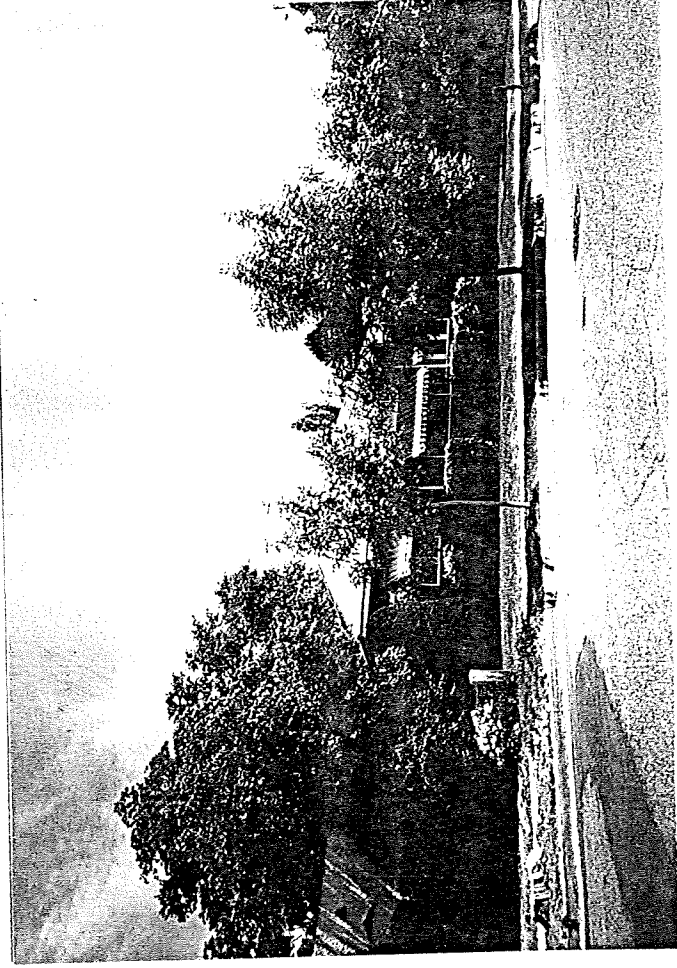
PHOTOGRAPHS - COMPARABLE SALES



#1  
1405 Sigma Chi

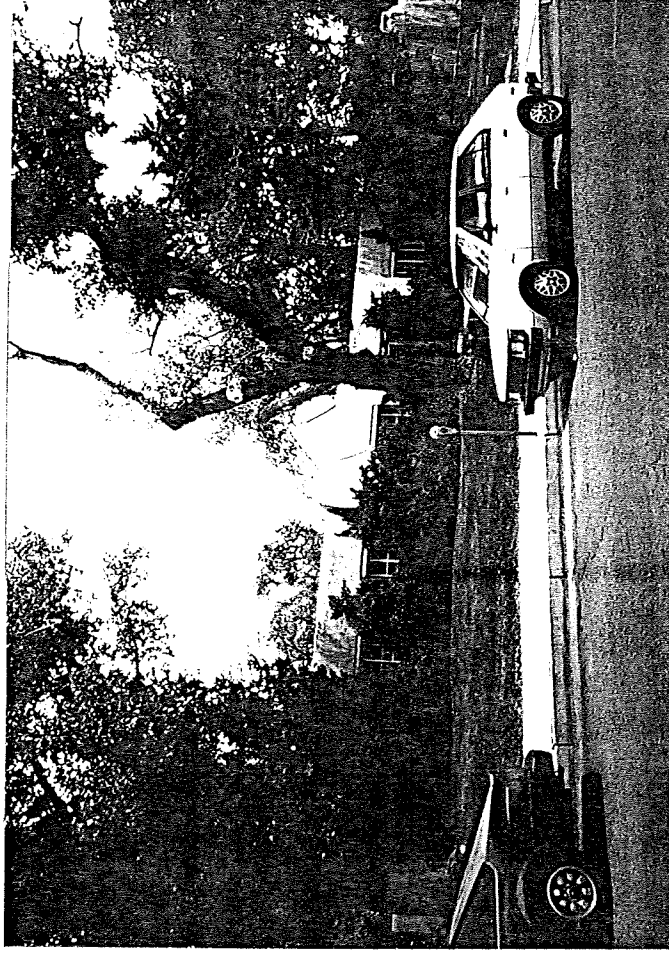


#2  
1417 Sigma Chi



#3  
1603 Roma

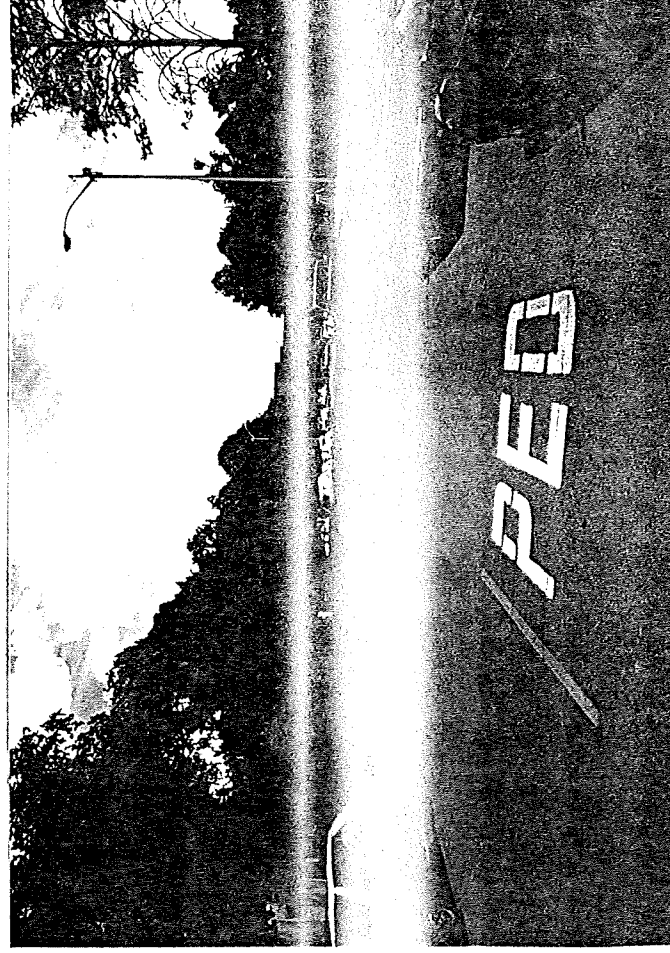
FRONT VIEW



REAR VIEW



STREET SCENE



QUALIFICATIONS OF THE APPRAISER

Name: Robert L. Swanson, MAI-SRPA  
Business Address: 813 Calle Del Corte, NE,  
Albuquerque, New Mexico 87110  
Phone: 505-265-7644

Education:

University of Albuquerque, BS-Degree Real Estate Major  
Appraisal Courses:

American Institute of Real Estate Appraisers  
Appraisal Principles-Residential Valuation-Rural Valuation-  
Condemnation Valuation-Investment Analysis-Capitalization  
Theory and Techniques

Society of Real Estate Appraisers  
Principles and Techniques of Residential Appraisals-Special  
Application of Appraisal Analysis

The American Institute of Real Estate Appraisers conducts a  
voluntary program of continuing education for its designated  
members. MAIs and RMs who meet the minimum standards of this program  
are awarded periodic education certification. I am certified under  
this program through December 31, 1986.

Experience:

1962 - Present: Independent Real Estate Appraiser and Consultant  
1960 - Present: Real Estate Brokers License  
Expert Witness: State and Federal Courts

Professional Affiliations:

Member: American Institute of Real Estate Appraisers  
MAI Member Appraisal Institute  
Member: Society of Real Estate Appraisers  
SRPA Senior Real Property Appraiser  
Past President - Society of Real Estate Appraisers, Albuquerque  
Member: Albuquerque Board of Realtors  
Member: New Mexico Associations of Real Estate Brokers  
Member: National Association of Real Estate Brokers

Major Clients:

Albuquerque Urban Development Agency  
Banks, Mortgage Companies and Savings & Loan Associations  
City of Albuquerque  
Digital Equipment Corporation  
Jack M. Clifford and Company  
Merrill Lynch Relocation Management Inc.  
New Mexico State Highway Department  
Oil Companies - Exxon - Gulf - Texaco - Shell  
Sandia Laboratories  
United States Forest Service  
United States Postal Service

In addition, I have done and continue to do appraisals for  
various Insurance Companies, Corporations, Individuals and Lawyers.  
The types of Appraisals range from residential, vacant land,  
commercial and industrial real estate

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

**CERTIFICATION:** The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

Date: 5-20-87 Appraiser(s)

