

Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time after default to any tenant under any of such leases and to any guarantor of such leases.

Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Note and Mortgage.

Assignee may, after a default beyond any applicable grace period under the Note and Mortgage, make such expenditures as may be necessary to cure a default on Assignor's behalf under any lease assigned hereunder, and such expenditures with interest thereon at the rate payable upon default under the Note, together with late charges, shall become part of the debt secured by this Assignment and the Note.

The full performance of the Mortgage and the duly recorded satisfaction or release of the Mortgage shall render this assignment automatically void.

The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage and shall be applied in principal, interests, costs, expenses and/or attorneys' fees, as Assignee, at its option, may elect.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property and any assignee of the Mortgage referred to herein.

IN WITNESS WHEREOF, Assignor has signed, sealed and delivered this assignment as of the 20th day of September, 1984.

Signed, sealed delivered in the of:

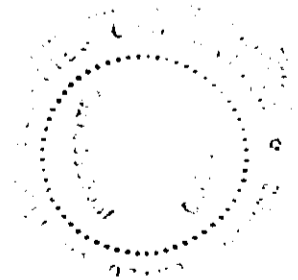
[Signature]
Witness

[Signature]
Witness

CONSOLIDATED CAPITAL PROPERTIES V, a California limited partnership

By: CONSOLIDATED CAPITAL EQUITIES CORPORATION, a Colorado corporation, its corporate general partner

By: [Signature]
VP



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