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FILED
EXCULPATED PURCHASE MONEY THIRD
MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

Nov 30 12 17 PM '84

STATE OF WISCONSIN

DONNIE S. BANKERSLEY
R.M.C.

COUNTY OF WAUKESHA

TO ALL WHOM THESE PRESENTS MAY CONCERN: NATIONAL SELECT
PLACEMENT - XXII LIMITED PARTNERSHIP, a Wisconsin limited
partnership, hereinafter referred to as "Mortgagor," SENDS GREETINGS:

WHEREAS, the said Mortgagor is well and duly indebted unto
MIDDLETON GENERAL PARTNERSHIP, a Utah general partnership,
hereinafter referred to as "Mortgagee," as evidenced by a certain
Exculpated Purchase Money Promissory Note of even date herewith, the
terms of which are incorporated herein by reference, in the sum of
SIX HUNDRED THIRTY-EIGHT THOUSAND FORTY-ONE AND No/100 DOLLARS
(\$638,041.00) (hereinafter referred to as the "Note") with interest
to be repaid as set forth in the Note; and

WHEREAS, the Mortgagor may hereafter become indebted to
said Mortgagee for such further sums as may be advanced to or for
the Mortgagor's account for taxes, insurance premiums, public
assessments, and necessary repairs;

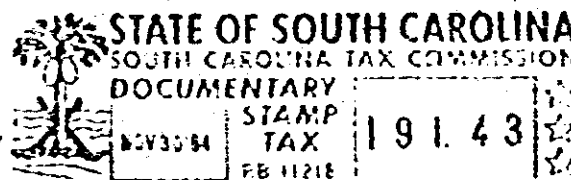
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the
Mortgagor, in consideration of the aforesaid debt, and in order to
secure the payment thereof and of such further sums for which the
Mortgagor may become indebted to the Mortgagee at any time for
advances made to or for Mortgagor's account by the Mortgagee for
taxes, insurance premiums, public assessments and necessary repairs,
and also in consideration of the further sum of Three Dollars
(\$3.00) to the Mortgagor in hand well and truly paid by the
Mortgagee at and before the sealing and delivery of these presents,
the receipt whereof is hereby acknowledged, has granted, bargained,
sold, and released, and by these presents does hereby grant,
bargain, sell and release unto the Mortgagee, its successors and
assigns forever, the property described on Exhibit "A" attached
hereto and made a part hereof by this reference.

TOGETHER with all structures or buildings now or hereafter
located upon the Property or on any part thereof, including all
plant, equipment, apparatus, machinery, fixtures and utility lines
of every kind and nature whatsoever forming part of said structures
or buildings ("Improvements"); and

TOGETHER with all and singular the tenements,
hereditaments, easements, appurtenances thereunto belonging or in
any wise appertaining, and the reversion or reversions, remainder
and remainders, rents, issues, and profits of the Property; and also
all the estate, right, title, interest, claim, and demand whatsoever
of Mortgagor of, in, and to same and of, in, and to every part and
parcel thereof; and

This instrument prepared by:

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