

STATE DOCUMENTARY FEE

JUN. 6, '79

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ASSIGNMENT OF APARTMENT LEASE
THE LODGE SOUTH CONDOMINIUM
VAIL, COLORADO

THIS ASSIGNMENT, made and entered into this 1st day of June, 1979 by and between A. C. Fellingner (the "Assignor") and Ema Dana DeMassry and Jaime H. Dana, whose address is Av. Dehas Fuentes, No. 13, Apartment 4040, Mexico 10, Tecamachalco Mexico D.F. (the "Assignee").

WITNESSETH THAT:

For valuable consideration, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, as tenants in common, all of Assignor's right, title and interest as sublessee in and to the Apartment Lease between Lodge South Inc., a Colorado corporation and A. F. Fellingner and John Kinsella, recorded in the Eagle County, Colorado records on December 3, 1973, in Book 232 at Page 311 and Assignment of Lease recorded in Book 281 at Page 250 and in Book 282 at Page 674 relating to the following described condominium unit situated in Eagle County, Colorado:

CONDOMINIUM UNIT 299, THE LODGE SOUTH CONDOMINIUM, according to the Map thereof filed for record and the Condominium Declaration for THE LODGE SOUTH recorded in Book 231 at Page 612, subject to the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations set forth in said Condominium Declaration, and the master lease dated July 1, 1972 and recorded October 23, 1973 in Book 231 at Page 611, having a term expiring on July 1, 2037, subject to the terms, agreements, provisions, conditions and obligations as contained in said Lease.

Assignee, jointly and severally if more than one, by executing a counterpart hereof, hereby agrees to faithfully keep and perform all of the terms, covenants and provisions of the Apartment Lease, the Master Lease and the Condominium Declaration as the same pertains to the above-described


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Condominium Unit.

Assignor hereby warrants and covenants that there is no existing default of Assignor (a sublessee under the Apartment Lease) and that the Apartment Lease is in full force and effect, it being the intention of the Assignor that Assignee shall acquire all of the right, title and interest of Assignor in and to the above-described Condominium Unit and the Apartment Lease, free and clear of all liens and encumbrances except the general real estate taxes for the year 1979, payable 1980 and subsequent years, and subject to the Apartment Lease, the Master Lease, the Condominium Declaration and Map and protective covenants recorded August 10, 1962 in Book 174 at Page 179, and Deed of Trust to Western Federal Savings and Loan Association recorded December 18, 1970 in Book 219 at Page 348 as modified by Collateral Assignment, Attornment and Non-Disturbance Agreement recorded October 23, 1973 in Book 231 at Page 614.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

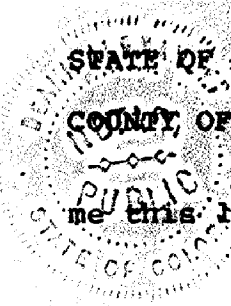
ASSIGNOR:


A. C. Fellingner

STATE OF COLORADO)

) ss.

COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 1st day of June, 1979 by A. C. Fellingner.

Witness my hand and official seal.

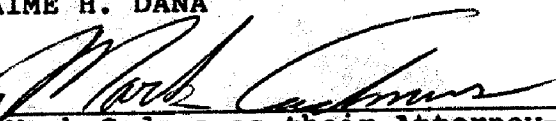
My commission expires: My Commission Expires April 26, 1982

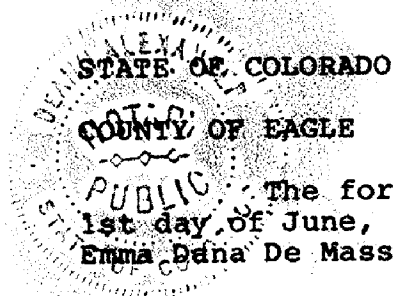

Notary Public

The undersigned, as Assignee, hereby confirm our agreement to perform the terms to be performed by Assignee as above stated.

ASSIGNEE:

EMMA DANA De MASSRY and
JAIME H. DANA

By 
Mark Cadmus as their Attorney-
in-Fact



)
) ss.
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The foregoing instrument was acknowledged before me this 1st day of June, 1979 by Mark Cadmus as attorney-in-fact for Emma Dana De Massry and Jaime H. Dana.

Witness my hand and official seal.

My commission expires: My Commission Expires April 26, 1982


Notary Public