

BOOK 7450 PAGE 0047

INSTRUCTIONS


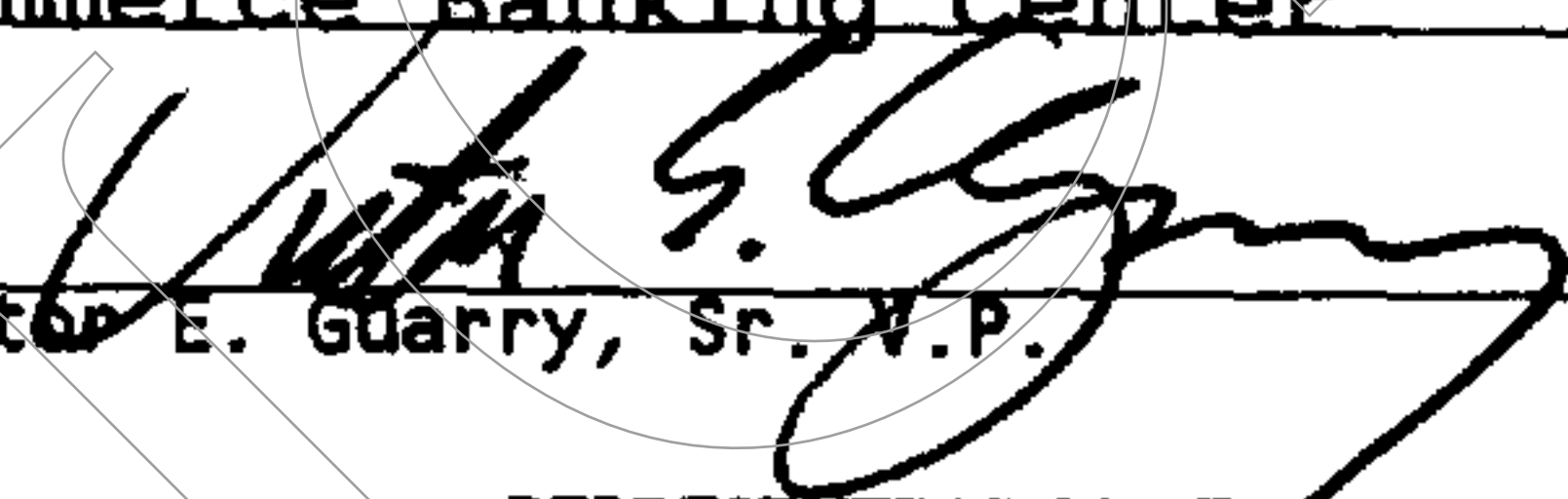
1. PLEASE TYPE this form.
 - a. If space provided for any item is not adequate, the items should be continued on additional sheets - preferably 5" x 8" or 8" x 10". The Filing Officer needs only one copy of such additional sheets with Form UCC-1.
 - b. If collateral is crops, or goods which are to become fixtures, describe the real estate.
2. If a copy of a security agreement is used as a financing statement, enclose a completed-but unsigned-set of Form UCC-1, without extra fee.
3. After Debtors and Secured Party sign UCC-1, detach last 2 copies, leaving first 3 copies intact with carbon.
4. Fold along perforation, and mail the first 3 copies and filing fee to UCC Filing Officer. Filing Officer will return copy 3 (Acknowledgment) after filing. When the security interest is terminated, this copy should be dated, signed, and mailed to the Filing Officer.

DEBTOR NAMES AND ADDRESSES (Last Name First)	SECURED PARTIES AND ADDRESSES	FOR FILING OFFICER
Greystoke, L.L.C. c/o Keith Wilson Co. 2601 N.W. Expressway #103E Oklahoma City, OK 73112	Bank of Oklahoma, N.A. Commerce Banking Center 9520 N. May Ave. Oklahoma City, OK 73120	DOC NUMBER 1998167496 BK 7450 PG 47-49 DATE 11/12/98 15:28:09 FILING FEE \$12.00 DOC TAX \$0.00 Carolynn Caudill Oklahoma County Clerk RECORDED AND FILED
This Financing Statement covers the following property. Proceeds and products are included. All of Debtor's now owned and hereafter acquired: (a) equipment, furniture & fixtures, including all additions, substitutions and accessions thereto & therefor & all accessories, parts & equipment now or hereafter affixed thereto or used in connection therewith; (b) all personal property, including all additions, substitutions & accessions thereto & therefor or used in connection therewith; (c) assignment of all contracts, leases, warranties, contract rights, chattel paper & general intangibles pertaining to the operation of the property & all other rights & obligations of every kind now or hereafter affixed existing & (d) assignment of Lessor's interest in all Leases & rents now existing or hereafter acquired as attached as Exhibit "B"		
File with the County Clerk, Oklahoma County, State of Oklahoma.		

ASSIGNEE OF SECURED PARTY AND ADDRESS

This Financing Statement is filed without the Debtor's signature because: (Check appropriate box, if applicable)

- | | |
|--|--|
| <input type="checkbox"/> Collateral was subject to a security interest when brought into this state. | <input type="checkbox"/> Collateral was subject to a security interest when Debtor's location was changed to this state. |
| <input type="checkbox"/> This is a copy of a financing statement filed in another county. | <input type="checkbox"/> Collateral was acquired after a change of name, identity or corporate structure of the Debtor. |
| <input type="checkbox"/> Collateral is proceeds of property described above which is subject to a perfected security interest. | |

Greystoke, L.L.C.  S. Keith Wilson, Manager	Bank of Oklahoma, N.A. Commerce Banking Center  Victor E. Garry, Sr. V.P.
DEBTOR'S SIGNATURE	REPRESENTING SECURED PARTIES OR ASSIGNEE

UCC-1-FINANCING STATEMENT FILING OFFICER COPY-NUMERICAL

RETURN TO
 American Guaranty Title Company
 4040 N. Tulsa
 Oklahoma City, Oklahoma 73112
 Attention Jackie Watson
980914-51c

3/12

ASSIGNMENT OF LEASES, RENTS, AND PROFITS
(INDIVIDUAL - CORPORATION - PARTNERSHIP)

WHEN RECORDED, RETURN TO:
Bank of Oklahoma, N.A.
Commerce Banking Center
9520 N. May Ave.
Oklahoma City, OK 73120

ASSIGNOR NAME AND ADDRESS	ASSIGNEE NAME AND ADDRESS
Greystoke, L.L.C. c/o Keith Wilson Co. 2601 N.W. Expressway #103E Oklahoma City, OK 73112	Bank of Oklahoma, N.A. Commerce Banking Center 9520 N. May Ave. Oklahoma City, OK 73120

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), without recourse, all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:
Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) of, Block Fifty-four (54) in, PUTNAM HEIGHTS SECOND ADDITION to, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 11/10/98 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Mortgage by judicial foreclosure or Power of Sale) on the earlier of: (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents and profits to apply to any amount Assignor owes Assignee. Assignor further agrees that on Assignor's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor recognizes when Assignee receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignee will not be considered a "mortgagee in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assignor agrees to pay to Assignee a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Mortgage and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

SIGNATURE(S) OF ASSIGNOR(S)
Greystoke, L.L.C.

Signed and Delivered on this Date:

Date: 11/10/98

S. Keith Wilson

S. Keith Wilson, Manager

ACKNOWLEDGMENT On Reverse Side Hereof

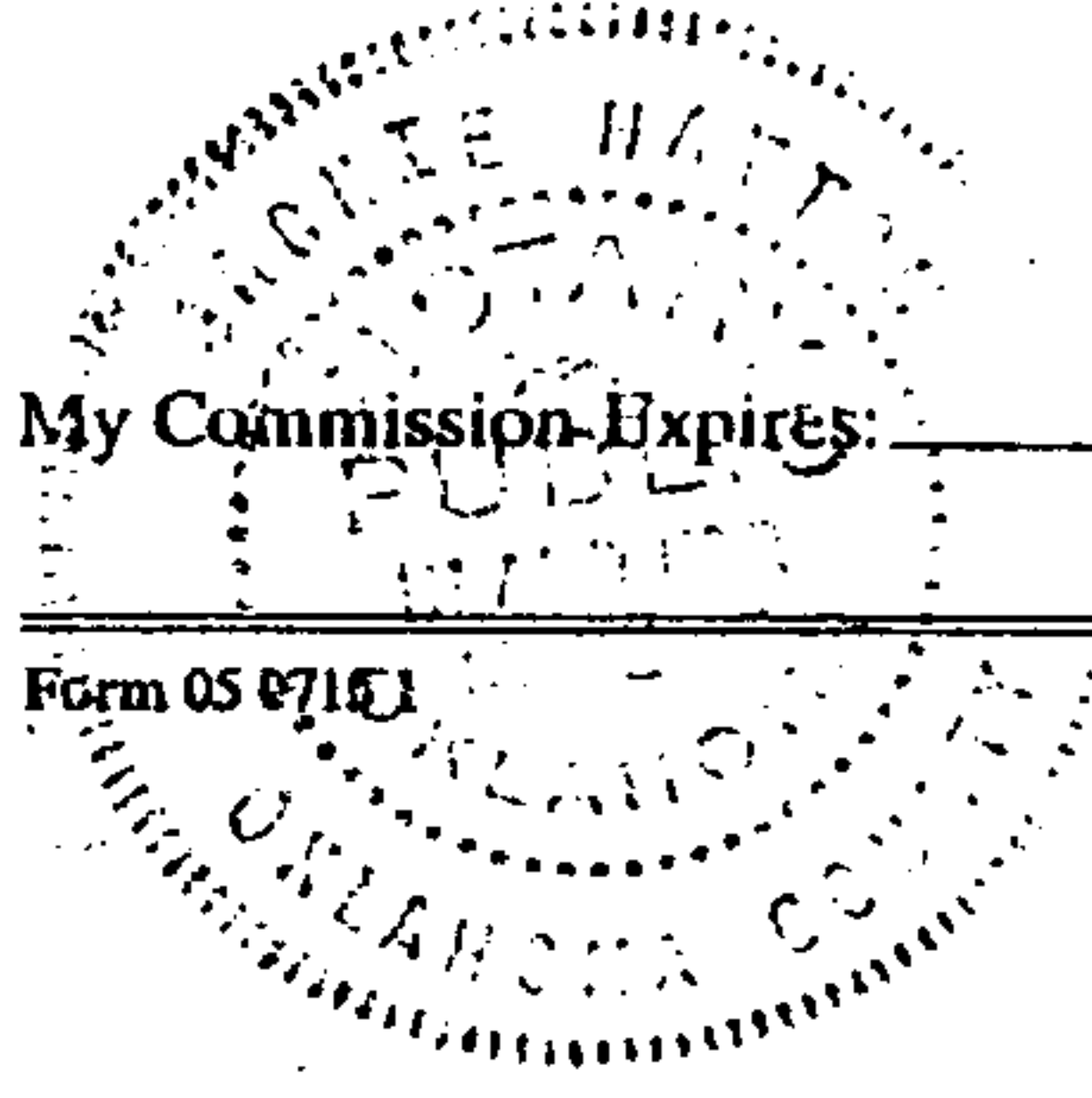
ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT or REPRESENTING A CORPORATION, PARTNERSHIP, LLC, etc.

STATE OF OKLAHOMA

COUNTY OF Oklahoma

} SS.

The foregoing instrument was acknowledged before me on this 10TH day of NOVEMBER 1998 by
S. Keith Wilson, Manager of Greystoke, L.L.C. .



My Commission Expires:

7/02/02

Jacob Adam
NOTARY PUBLIC

American Bank Systems

UNOFFICIAL