

Prepared by, and after recording
return to:

James J. Schwert
OPPENHEIMER WOLFF & DONNELLY LLP
Plaza VII, Suite 3300
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Minneapolis, MN 55402-1609



Doc#: 0430634119
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 11/01/2004 02:25 PM Pg: 1 of 14

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NCS-12/15/7

Freddie Mac Loan No. 002731738

ASSIGNMENT OF LEASES AND RENTS
(OPERATOR)

This Assignment of Leases and Rents (the "Assignment") is made effective as of the 19th day of October, 2004, by BLC-THE HALIMARK, LLC, a Delaware limited liability company (the "Assignor"), whose address is c/o Brookdale Provident Properties, 330 N. Wabash Avenue, Suite 1400, Chicago, Illinois 60611, to THE FEDERAL HOME LOAN MORTGAGE CORPORATION (the "Assignee"), whose address is 8100 Jones Branch Drive, MSB4F, McLean, Virginia 22102.

WHEREAS, Brookdale Living Communities of Illinois-2960, LLC, a Delaware limited liability company, formerly known as Brookdale Living Communities of Illinois-2960, Inc., a Delaware corporation ("Borrower") is the owner of a 207 unit senior housing facility known as The Hallmark, located at 2960 North Lake Shore Drive, in the City of Chicago, County of Cook, State of Illinois, as legally described on Exhibit A attached hereto (the "Property").

WHEREAS, Assignee is the holder of that certain Multifamily Note (the "Note"), dated October 30, 2000, in the original principal amount of \$63,890,000.00 made by SPTBrook Properties Trust, a Maryland real estate investment trust ("Original Borrower") to GLASER FINANCIAL GROUP, INC., a Minnesota corporation ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to Original Borrower. To secure the repayment of the Note, Original Borrower executed and delivered (i) a Multifamily Mortgage, Assignment of Rents, and Security Agreement (the "Security Instrument") dated October 30, 2000, and recorded in the Office of the County Recorder, Cook County, Illinois, on November 3, 2000 as on November 3, 2000 as Document No. 00870096, as assigned to the Federal Home

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Freddie Mac Loan No. 002731738

Loan Mortgage Corporation by the Assignment of Security Instrument dated October 30, 2000, and recorded in the Office of the County Recorder, Cook County, Illinois, on November 3, 2000 as Document No. 00870101, and (ii) the Cross-Collateralization Agreement, and Amendment to Multifamily Mortgage/Deed of Trust, Assignment of Rents and Security Agreement (Fee Mortgages), dated October 30, 2000, and recorded in the Office of the County Recorder, Cook County, Illinois, on November 3, 2000 as Document No. 00870097, as assigned to Federal Home Loan Mortgage Corporation by that certain Assignment of Cross-Collateralization Agreement (Fee Mortgage), dated October 30, 2000 and recorded in the Office of the County Recorder, Cook County, Illinois, on November 3, 2000 as Document No. 00870102 (the "Cross-Collateralization Agreement"). Collectively, the Security Instrument as modified by the Cross-Collateralization Agreement, the Assumption Agreement (as defined below) and the Consent to Transfer and Modification Agreement (as defined below) is referred to herein as the "Security Instrument").

WHEREAS, pursuant to the Assumption Agreement dated October 30, 2003 and recorded in the Office of the County Recorder, Cook County, Illinois on November 17, 2003 as Document No. 0332131197, Borrower assumed all of Original Borrower's rights, obligations and liabilities created or arising under the Note, Security Instrument and other documents executed by Original Borrower in connection with the Loan and executed additional documents as required by Assignee. Pursuant to Consent to Transfer and Modification Agreement of even date herewith by and among Borrower, Assignee and Guarantor, Assignee has approved the "Transfers" (as defined below). The Borrower is liable for the payment and performance of all of Borrower's obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to the Assignee. The current servicer of the Loan is GLASER FINANCIAL GROUP, INC., a Minnesota corporation ("Servicer").

WHEREAS, as additional security for the Loan, Brookdale Living Communities, Inc., a Delaware corporation executed the Limited Guaranty dated May 27, 1999 for the benefit of the Servicer, which Limited Guaranty was assigned to Lender by the Assignment of Limited Guaranty dated May 27, 1999; as amended and restated by the Second Amended and Restated Guaranty dated October 19, 2004, executed by PSLT-BLC Properties Holdings, LLC, a Delaware limited liability company, formerly known as BLCI ("Guarantor").

WHEREAS, Assignee has been asked to consent to the transfer of 100% of the ownership interests in Guarantor to PSLT OP, LP, a Delaware limited partnership ("PSLT OP") in which a 1% general partnership interest is owned by PSLT GP, LLC, a Delaware limited liability company, a 97.81% limited partnership interest in which is owned by Provident Senior Living Trust, a Maryland Real Estate Investment Trust ("Provident"), and 1.19% limited partnership interests in which are owned by other limited partners. Assignee has also been asked to consent to the conversion of Guarantor from Brookdale Living Communities, Inc., a Delaware corporation to a Delaware limited liability company known as PSLT-BLC Properties Holdings, LLC, a Delaware limited liability company, and to the leasing of the Property to Assignor

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Freddie Mac Loan No. 002731738

pursuant to a certain Lease dated October 19, 2004 entered into by and between Borrower and Assignor ("Lease"). (The transfers described hereinabove are hereinafter referred to as the "Transfers").

WHEREAS, Assignee has agreed to consent to the Transfers subject to the terms and conditions stated below.

WHEREAS, Assignor will receive a material benefit or other consideration for Assignee's consent to the Transfers and the leasing of the Property to Assignor.

1. DEFINITIONS. Capitalized terms used in this Assignment and not otherwise defined shall have the meanings assigned to them in the Instrument (as hereinafter defined). The following terms, when used in this Assignment, shall have the following meanings:

(a) **"Borrower"** shall mean BROOKDALE LIVING COMMUNITIES OF ILLINOIS-2960, LLC, a Delaware limited liability company, formerly known as BROOKDALE LIVING COMMUNITIES OF ILLINOIS-2960, INC., a Delaware corporation, together with its successors and assigns.

(b) **"Event of Default"** means the occurrence of any event listed in Section 22 of the Instrument (as hereinafter defined).

(c) **"Impositions"** and **"Imposition Deposits"** shall have the meaning as defined in Section 7(a) of the Instrument.

(d) **"Indebtedness"** means the principal of, interest on, and all other amounts due at any time under, the Note (as hereinafter defined), the Instrument or any other Loan Documents (as hereinafter defined), including prepayment premiums, late charges, default interest.

(e) **"Improvements"** means the buildings, structures, improvements and alternations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions which may now or hereafter constitute the seniors housing facilities commonly known as "The Hallmark".

(f) **"Instrument"** shall have the meaning set forth above in the second Whereas clause.

(g) **"Land"** means the land described in Exhibit A.

(h) **"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property (as hereinafter defined) or any portion of the Mortgaged Property, extensions or renewals thereof. The term "Leases" shall also include any occupancy

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4

Freddie Mac Loan No. 002731738

and admission agreements pertaining to occupants of the Mortgaged Property, including both residential and commercial agreements, but specifically excluding that certain Property Lease Agreement (the "Property Lease Agreement") dated as of October 19, 2004, by and between Assignor, as "Tenant" thereunder, and Borrower, as "Landlord" thereunder.

(i) "Loan Documents" means the Note, the Instrument, this Assignment, all guaranties and any other documents now or in the future executed by Borrower, Assignor or any other person or entity in connection with the loan evidenced by the Note, as such documents may be amended from time to time.

(j) "Mortgaged Property" shall have the meaning as defined in Section 1(v) of the Instrument.

(k) "Note" means that certain Multifamily Note in the original principal amount of \$63,890,000.00 executed by Original Borrower in favor of Loan Servicer and endorsed to Lender, and more fully described in the Instrument, and assumed by Borrower, as modified by the Consent to Transfer and Modification Agreement.

(l) "Rents" means all rents (whether from residential or non-residential space), revenues and other income of the Land or Improvements, including parking fees, laundry and vending machine income and fees and charges for food, healthcare and other services provided at the Mortgaged Property, whether now due, past due or to become due and deposits forfeited by tenants, together with and including all proceeds from any private insurance for tenants to cover rental charges and charges for services at or in connection with the Mortgaged Property, and the right to payments from Medicare or Medicaid programs, or similar federal, state or local programs, boards, bureaus or agencies and rights to payment from tenants private insurers or others ("third party payments"), due for the rents of tenants or for services at the Mortgaged Property. Each of the foregoing shall be considered "Rents" for the purposes of the actions and rights set forth in Section 2 of this Assignment.

(m) "Taxes" shall have the meaning as defined in Section 1(y) of the Instrument.

2. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; ASSIGNEE IN POSSESSION.

(a) As consideration for the material financial benefit to be derived by Assignor from Lender's consent to the Transfers including the lease of the Mortgaged Property to Assignor, to the extent permitted by applicable law, Assignor absolutely and unconditionally assigns and transfers to Assignee all Rents. To the extent permitted by applicable law, it is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all Rents and to authorize and empower Assignee to collect and receive all Rents without the necessity of further action on the part of Assignor. Promptly upon request by Assignee, Assignor agrees to execute and deliver such further assignments as Assignee may from time to

NCS-121517

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Freddie Mac Loan No. 002731738

time require. To the extent permitted by applicable law, Assignor and Assignee intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction (as that term is defined in Section 30(a) of the Instrument), then it is the intention of the Assignor that in this circumstance this Assignment create and perfect a lien on Rents in favor of Assignee, which lien shall be effective as of the date of this Assignment.

(b) After the occurrence of an Event of Default, Assignor authorizes Assignee to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Assignee. However, until the occurrence of an Event of Default, Assignee hereby grants to Assignor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Assignee and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Assignor free and clear of, and released from, Assignee's rights with respect to Rents under this Assignment. From and after the occurrence of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Assignor's license to collect Rents shall automatically terminate and Assignee shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Assignor shall pay to Assignee upon demand all Rents to which Assignee is entitled. At any time on or after the date of Assignee's demand for Rents, Assignee may give, and Assignor hereby irrevocably authorizes Assignee to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Assignee, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Assignor any amounts which are actually paid to Assignee in response to such a notice. Any such notice by Assignee shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor shall not interfere with and shall cooperate with Assignee's collection of such Rents.

(c) Assignor represents and warrants to Assignee that Assignor has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the loan evidenced by the Note), that Assignor has not performed, and Assignor covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Assignee from exercising its rights under this Section 2, and that at the time of execution of this Assignment there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Assignor shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

UNOFFICIAL COPY

Freddie Mac Loan No. 002731738

(d) If an Event of Default has occurred and is continuing, Assignee may, regardless of the adequacy of Assignee's security or the solvency of Assignor and even in the absence of waste, to the extent permitted by applicable law, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Assignee in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 2(a), protecting the Mortgaged Property or the security of this Instrument, or for such other purposes as Assignee in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Assignee's security, without regard to Assignor's solvency and without the necessity of giving prior notice (oral or written) to Assignor, Assignee may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Assignee elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Assignor, by its execution of this Assignment, expressly consents to the appointment of such receiver, including the appointment of a receiver ex parte if permitted by applicable law. Assignee or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Assignee's entering upon and taking possession and control of the Mortgaged Property, Assignor shall, to the extent permitted by applicable law, surrender possession of the Mortgaged Property to Assignee or the receiver, as the case may be, and shall deliver to Assignee or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Assignee takes possession and control of the Mortgaged Property, Assignee may exclude Assignor and its representatives from the Mortgaged Property. Assignor acknowledges and agrees that the exercise by Assignee of any of the rights conferred under this Section 2 shall not be construed to make Assignee a mortgagee-in-possession of the Mortgaged Property so long as Assignee has not itself entered into actual possession of the Land and Improvements.

(e) If Assignee enters the Mortgaged Property, Assignee shall be liable to account only to Assignor and only for those Rents actually received. Assignee shall not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Assignee under this Section 2, and Assignor hereby releases and discharges Assignee from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Assignee for such

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Freddie Mac Loan No. 002731738

purposes shall become an additional part of the Indebtedness, as provided in Section 12 of the Instrument.

(g) Any entering upon and taking of control of the Mortgaged Property by Assignee or the receiver, as the case may be, and any application of Rents as provided in this Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Assignee under applicable law or provided for in this Assignment or in the Instrument.

3. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.

(a) As consideration for the material financial benefit to be derived by Assignor from the Indebtedness, to the extent permitted by applicable law, Assignor absolutely and unconditionally assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Leases, including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. To the extent permitted by applicable law, it is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all of Assignor's right, title and interest in, to and under the Leases. To the extent permitted by applicable law Assignor and Assignee intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor that in this circumstance this Assignment create and perfect a lien on the Leases in favor of Assignee, which lien shall be effective as of the date of this Assignment.

(b) Until Assignee gives notice to Assignor of Assignee's exercise of its rights under this Section 3, Assignor shall have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this Section or any other provision of this Assignment), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Assignor shall comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Assignor acknowledges and agrees that the exercise by Assignee, either directly or by a receiver, of any of the rights conferred under this Section 3 shall not be construed to make Assignee a mortgagee-in-possession of the Mortgaged Property so long as Assignee has not itself entered into actual possession of the Land and the Improvements. The acceptance by Assignee of the assignment of the Leases pursuant to Section 3(a) shall not at any time or in any event obligate Assignee to take any action under this Assignment or to expend any money or to incur any expenses. Assignee shall not be liable in any way for any injury or damage to person

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Freddie Mac Loan No. 002731738

or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property. Prior to Assignee's actual entry into and taking possession of the Mortgaged Property, Assignee shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Assignee to Assignor of Assignee's exercise of Assignee's rights under this Section 3 at any time after the occurrence of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Assignee immediately shall have, to the extent permitted by applicable law, all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Assignor shall, promptly upon Assignee's request, deliver to Assignee an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Assignee, shall be on initial terms of at least six months and not more than two years, and shall not include options to purchase. If customary in the applicable market or as may otherwise be required by applicable law, residential Leases with a month-to-month term or with terms of less than six months shall be permitted.

(f) Assignor shall not lease any portion of the Mortgaged Property for non-residential use except with the prior written consent and approval of Assignee with the exception of (A) the Operating Lease which has previously been approved by Assignee. Assignor shall not modify the terms of, or extend or terminate, any Lease (including, without limitation, the Operating Lease) for non-residential use (including any Lease in existence on the date of this Instrument) without the prior written consent of Assignee. Assignor shall, without request by Assignee, deliver an executed copy of each non-residential Lease to Assignee promptly after such Lease is signed. All non-residential Leases (including, without limitation, the Operating Lease and renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Instrument (unless waived in writing by Assignee); (2) the tenant shall attorn to Assignee and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Assignee in any manner; (3) the tenant agrees to execute such further evidences of attornment as Assignee or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Assignee or any other purchaser at such foreclosure sale may, at Assignee's or

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Freddie Mac Loan No. 002731738

such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Assignee, pay all Rents payable under the Lease to Assignee.

(g) Assignor shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

4. ACKNOWLEDGMENT OF ASSIGNEE.

Assignee acknowledges notwithstanding anything to the contrary in any provision of this Assignment, by its acceptance of this Assignment, that (a) the exercise or enforcement of Assignee's rights or remedies under this Assignment may be limited by applicable law relating to the operation of senior housing facilities in the State of Illinois and (b) such exercise shall not be undertaken by Assignee to the extent that (i) it is not permitted under such applicable law or (ii) prior approval of any governmental agency is required (A) before such exercise or enforcement may be taken under the terms of the Leases or (B) by such applicable law, unless such approval has first been obtained.

5. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

(a) This Assignment shall be governed by the laws of the jurisdiction in which the Land is located (the "Property Jurisdiction"), and applicable federal law.

(b) Assignor agrees that any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Property Jurisdiction and Assignor irrevocably consents to service, jurisdiction, and venue of such course for any such litigation and waives any other venue to which Assignor might be entitled by virtue of domicile, habitual residence or otherwise.

6. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon Assignor and Assignee and their respective successors, transferees and assigns, and shall inure to the benefit of and may be enforced by Assignee, and its successors, transferees and assigns. Assignor shall not assign any of its rights and obligations under this Assignment without the prior written consent of Assignee.

7. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS. This Assignment contains the complete and entire understanding of the parties as to its subject matter. No amendment to this Assignment will be valid unless it is made in writing and executed by the parties to this Assignment. No specific waiver or forbearance for any breach of any of the terms of this Assignment shall be considered as a general waiver of that or any other term of this Assignment.

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Freddie Mac Loan No. 002731738

8. **RELATIONSHIP OF PARTIES.** Nothing contained in this Assignment shall constitute Assignee as a joint venturer, partner or agent of Assignor, or render Assignee liable for any debts, obligations, acts, omissions or representations of Assignor except as provided herein.

9. **ENFORCEABILITY.** The determination of invalidity, illegality, or unenforceability of any provision of this Assignment, pursuant to judicial decree, shall not affect the validity or enforceability of any other provision of this Assignment, each of which shall remain in full force and effect.

ATTACHED EXHIBITS. The following Exhibits are attached to this Instrument:

- | | | |
|-------------------------------------|-----------|-----------------------------|
| <input checked="" type="checkbox"/> | Exhibit A | Legal Description |
| <input type="checkbox"/> | Exhibit B | Modifications to Assignment |

(Signature Page to Follow)

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

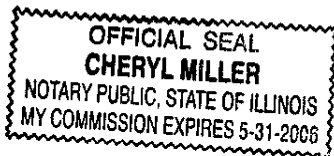
BLC-THE HALLMARK, LLC, a Delaware limited liability company

By: *R Stanley Young*
Name: R. Stanley Young
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of October, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared R. Stanley Young, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the Vice President and Treasurer of ~~BROOKDALE LIVING COMMUNITIES OF ILLINOIS- 2960, LLC~~ BLC-The Hallmark, LLC, a Delaware limited liability company, the company that executed the within instrument, and acknowledged to me that such company executed the same.

WITNESS my hand and official seal.



Signature: *Cheryl Miller*
Name: Cheryl Miller
My Commission Expires: 5-31-2006



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Freddie Mac Loan No. 002731738

This Instrument prepared by, and
after recording return to:

James J. Schwert, Esquire
Oppenheimer Wolff & Donnelly LLP
Plaza VII, Suite 3300
45 S. Seventh Street
Minneapolis, MN 55402-1609

Property of Cook County Clerk's Office

NOS. 121517

UNOFFICIAL COPY**EXHIBIT A****Legal Description**

PARCEL 1:

THE NORTH 50 FEET OF THE SOUTH 105 FEET OF THE EAST 180 FEET OF THAT PART OF THE LOT 8 LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904, IN CASE GENERAL NUMBER 256886, ALL IN THE COUNTY CLERK'S DIVISION OF LOTS 2, 3 AND 4 AND THE SOUTH 33 FEET OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOTS 1 ONE 2 IN THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MEANING AND INTENDING TO DESCRIBE A TRACT OF LAND BOUNDED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDARY LINE OF LINCOLN PARK ESTABLISHED AS AFORESAID, AT A POINT 55 FEET NORTH OF THE NORTH LINE OF OAKDALE AVENUE; THENCE NORTH 50 FEET; THENCE WEST 180 FEET; THENCE SOUTH 50 FEET; THENCE EAST 180 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904 IN CASE 256886, SAID POINT OF BEGINNING BEING 80 FEET DUE SOUTH FROM THE SOUTH LINE OF WELLINGTON STREET EXTENDED EAST; THENCE RUNNING WEST 200 FEET ALONG A LINE AT ALL POINTS 80 FEET DUE SOUTH FROM THE SOUTH LINE OF WELLINGTON STREET EXTENDED EAST; RUNNING THENCE SOUTHERLY ON A LINE AT ALL POINTS 200 FEET WEST OF SAID WEST BOUNDARY LINE OF LINCOLN PARK TO A POINT ON THE NORTH LINE OF THE ALLEY AS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 16, 1915 AS DOCUMENT 5594071; RUNNING THENCE EAST ON THE NORTH LINE OF SAID ALLEY TO A POINT 180 FEET WEST OF SAID WEST BOUNDARY LINE OF LINCOLN PARK; RUNNING THENCE SOUTHERLY ON THE EAST LINE OF SAID ALLEY TO A POINT 105 FEET NORTH OF THE NORTH LINE OF OAKDALE AVENUE, SAID POINT BEING ON THE NORTH LINE OF THE PREMISES CONVEYED TO FRANK A. HECHT, CLARA K. HECHT AND FRANK A. HECHT, JR. BY DEED DATED NOVEMBER 16, 1917 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 6231480; RUNNING THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF OAKDALE AVENUE AND BEING THE NORTH LINE OF THE PREMISES CONVEYED TO FRANK A. HECHT, CLARA K. HECHT AND FRANK A. HECHT, JR., 180 FEET TO SAID WEST BOUNDARY LINE OF LINCOLN PARK AND RUNNING

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14

Freddie Mac Loan No. 002731738

THENCE NORTH ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 2 AND 3 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN A SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE ACCRETIONS EAST OF AND ADJOINING SAID PREMISES DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE 256886, WHERE SAID BOUNDARY LINE IS INTERSECTED BY THE NORTH LINE OF OAKDALE AVENUE THENCE NORTH ALONG SAID BOUNDARY LINE 55 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID OAKDALE AVENUE 180 FEET; THENCE SOUTH PARALLEL WITH THE BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED IN CASE 256886, 55 FEET TO THE NORTH LINE OF SAID OAKDALE AVENUE; THENCE EAST ALONG THE NORTH LINE OF SAID OAKDALE AVENUE 180 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Common Address: 2960 N. Lake Shore Drive, Chicago, Illinois 60659

Tax Identification No.: 14-28-203-029-0000

When recorded return to:
 Dina M. Frazier
 First American Title Insurance Co.
 30 N. LaSalle Street, Suite 310
 Chicago, IL 60602