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This instrument was prepared by and  
After recording, please return to:

Doc#: 0528727134 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/14/2005 03:29 PM Pg: 1 of 4

Hinckley, Allen & Snyder LLP  
28 State Street  
Boston, MA 02109  
Attn: Paula K. Andrews, Esq.

## ASSIGNMENT OF SECURITY DOCUMENTS

This ASSIGNMENT OF SECURITY DOCUMENTS ("Assignment") is made and entered into as of the 12th day of October, 2005, by LEGG MASON REAL ESTATE HOLDINGS VII, INC., a Delaware corporation having an address of 10880 Wilshire Blvd., Suite 1750, Los Angeles, California 92004 ("Assignor") to BANK OF AMERICA, N.A., a national banking association, as Agent ("Assignee"), having a mailing address of Suite 800, Mail Stop: RI 1 102 08 01, 111 Westminster Street, Providence, RI 02903.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does by these presents hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors, transferees and assigns forever, all of the right, title and interest of Assignor in and to the following instruments and the loan that is secured thereby:

A. Real Property Mortgage, Security Agreement and Financing Statement dated as of August 8, 2005 executed by Chicago White Tower Purchase Company, LLC, an Illinois limited liability company ("Borrower") in favor of Legg Mason Real Estate Capital, Inc., a Delaware corporation, as beneficiary (the "Original Mortgagee") describing property located in the Chicago, Cook County, Illinois, as more fully set forth therein (the "Property"), and recorded with the Cook County Recorder of Deeds (the "Records") on August 18, 2005 as Instrument No. 0523002140, which Real Property Mortgage, Security Agreement and Financing Statement was assigned by the Original Mortgagee to Assignor by instrument dated of even date herewith, recorded prior hereto (as so assigned, the "Mortgage"); and

B. Assignment of Leases and Rents dated as of August 8, 2005 executed by Borrower, as assignor, in favor of Original Mortgagee, as assignee, with respect to the Property, and recorded with the Records on August 18, 2005 as Instrument No. 0523002141, as assigned by the Original Mortgagee to Assignor by instrument dated of even date herewith recorded with the Records prior hereto (as so assigned, the "Leases and Rents Assignment", together with the Mortgage, hereinafter the "Security Documents");

Together with any and all notes and obligations therein described or referred to (singly and collectively, the "Note"), the debt secured thereby and all sums of money

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due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

TO HAVE AND TO HOLD, together with all the rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto, unto Assignee, its successors and assigns forever.

Assignor represents and warrants to Assignee as follows:

1. Assignor owns the Note and the Security Documents and the Note and the Security Documents are free and clear of any claims, liens, judgments, security interests or other encumbrances of any kind (other than those in favor of Assignee).
2. Assignor has good right, power and lawful authority to assign the Note and the Security Documents to Assignee and the undersigned is duly authorized to execute this Assignment to Assignee on behalf of Assignor.
3. There have been no alterations, waivers or modifications made to the Note or to any of the Security Documents and the copies of the Note and the Security Documents furnished to Assignee by or on behalf of Assignor are true, accurate and complete.
4. To the best of Assignor's knowledge, all signatures appearing on the Note, the Security Documents and on all endorsements or assignments thereof are genuine and authorized.
5. Borrower is presently making no tax or insurance escrow or other escrow payments to or deposits with the Assignor and, as of the date hereof, the Assignor is holding no tax, insurance or other escrows or deposits, except for payments, deposits and escrows disclosed to Assignee in writing.
6. To the best of Assignor's knowledge, Borrower is not in default in the payment or performance of any of its obligations under the Note or the Security Documents.
7. As of the date hereof, the Note and the Security Documents are in full force and effect and, to the best of Assignor's knowledge, there exists no defense, counterclaim or right of offset with respect to the enforcement and collection of the Note or the enforcement of the Security Documents by Assignee or by any successor holder of the Note and the Security Documents.
8. To the best of Assignor's knowledge, no conditions exist which, presently or with the passage of time, would in any way affect or impair the lien of the Security Documents or the right of the holder of the Note to foreclose the Deed of Trust or to exercise any of the other rights or remedies granted under the Security Documents or under applicable law upon the occurrence of a default thereunder.


[Assignor Signature on Following Page.]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its proper corporate officer hereunto duly authorized, as a sealed instrument, as of the day and year first above written.

**WITNESS:**

**ASSIGNOR:**

  
 Print Name: Michael C. Bryant

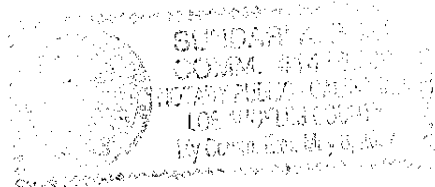
LEGG MASON REAL ESTATE HOLDINGS VII, INC., a Delaware corporation

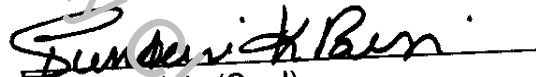
By:   
 Wallace O. Sellers, Jr.  
 Executive Vice President

STATE OF CALIFORNIA                      )  
   ) SS:  
 COUNTY OF LOS ANGELES                    )

I, Sunderick R. Rule, a Notary Public for the State of California, do hereby certify that Wallace O. Sellers, Jr., the Executive Vice President of Legg Mason Real Estate Holdings VII, Inc., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 7<sup>th</sup> day of October, 2005.



  
 Notary Public (Seal)  
 Print Name: SUNDERICK R. RULE  
 My Commission Expires: MAY 6, 2007

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**PARCEL 1:**

THE NORTH 1/2 OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO (EXCEPTING FROM SAID LAND THE EAST 9 FEET THEREOF TAKEN OR USED FOR ALLEY) IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE NORTH 1/2 OF LOT 12 ALL OF LOT 13 AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID LAND THE EAST 9 FEET THEREOF TAKEN OR USED FOR ALLEY).

**PARCEL 3:**

THE NORTH 1/2 OF LOT 11 AND THE SOUTH 1/2 OF LOT 12 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID LAND THE EAST 9 FEET THEREOF TAKEN OR USED FOR ALLEY).

**PARCEL 4:**

THE SOUTH 1/2 OF LOT 11 (EXCEPTING FROM SAID LAND THE EAST 9 FEET THEREOF TAKEN OR USED FOR ALLEY) IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PERMANENT INDEX NUMBERS:**

- 17-17-227-001-0000
- 17-17-227-002-0000
- 17-17-227-003-0000
- 17-17-227-004-0000
- 17-17-227-005-0000

**PROPERTY ADDRESS:**

847 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS