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This instrument was prepared by,  
and the recorded original should  
be returned to:

Ballard Spahr Andrews &  
Ingersoll, LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19103-7599  
Attn: Alicia B. Clark, Esq.

**ASSIGNMENT OF LEASES, RENTS AND LEASE GUARANTIES**  
(Street Address: 2960 North Lake Shore Drive, Chicago, Illinois)  
(Permanent Index Number 14-28-203-029)

This **ASSIGNMENT OF LEASES, RENTS AND LEASE GUARANTIES** (this "Assignment") made as of September 15, 1999, by **SPTBROOK PROPERTIES TRUST**, a Maryland real estate investment trust with its principal place of business at 400 Centre Street, Newton, Massachusetts 02458 ("Assignor"), to **DRESDNER BANK AG**, a German banking corporation acting through its New York Branch, as Administrative Agent for itself as a lender and for the other lenders under the Loan Agreement described below, with an address at 75 Wall Street, New York, New York 10005 ("Assignee").

WITNESSETH:

**THAT** Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby absolutely and unconditionally grants, transfers and assigns to Assignee Assignor's entire right, title and interest in, to and under all leases, including, but not limited to, master leases, leases and subleases and that certain Master Lease Agreement dated as of December 27, 1996, as amended (the "Brookdale Master Lease") between Assignor (as successor in interest to Health and Retirement Properties Trust), as landlord, and BLC Property, Inc., as

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tenant, and other agreements now or hereafter affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Property"), and all extensions, renewals, replacements and modifications of the same, this Assignment of present and future leases and other agreements being effective without further or supplemental assignment;

The leases and other agreements described above, including the Brookdale Master Lease, together with all other present and future leases and other agreements and any extensions, renewals, replacements or modifications of the same are hereinafter collectively referred to as the "Leases";

**TOGETHER WITH** all of Assignor's right, title and interest in, to and under:

(a) all deposits (whether for security or otherwise), rents, income, issues and profits arising from the Leases and renewals thereof and together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code (hereinafter defined) (hereinafter collectively referred to as the "Rents").

(b) all of Assignor's claims and rights (the "Bankruptcy Claims") to (i) the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, 11 U.S.C. §101 et seq., as the same may be amended (the "Bankruptcy Code") and (ii) any award or other payment which Assignor may hereafter become entitled to receive with respect to any Lease as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the lessee under such Lease.

(c) all of Assignor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support now existing or hereafter given by any guarantor in connection with any of the Leases to Assignor (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") including, but not limited to, the Guaranty Agreement dated as of December 27, 1996, as amended, by Brookdale Living Communities, Inc., Brookdale Living Communities of Washington, Inc., Brookdale Living Communities of Arizona, Inc., Brookdale Living Communities of Illinois, Inc. and Brookdale Living Communities of New York, Inc. (the "Brookdale Lease Guaranty").

(d) all proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

**THIS ASSIGNMENT** is made in connection with the following:

(a) Assignor's affiliate, Senior Housing Properties Trust ("SHPT"), was organized on December 16, 1998 as a wholly-owned subsidiary of HRPT Properties Trust, a Maryland real

estate investment trust ("HRPT"). Commencing with or promptly following the execution and delivery of this Assignment, SHPT is being spun off by HRPT. In anticipation of HRPT's spin-off of SHPT, (1) HRPT formed other wholly-owned subsidiaries and transferred properties to them, including, among others, the following: (i) HRPT formed SPTMRT Properties Trust, a Maryland real estate investment trust ("SPTMRT") and transferred 14 properties (nine congregated care properties and five assisted living properties) that are leased under 14 separate leases to SPTMRT (the "SPTMRT Properties") and (ii) HRPT formed Assignor and transferred four congregated care properties leased to BLC Property, Inc. pursuant to the Brookdale Master Lease (the "SPTBROOK Properties"), and (2) HRPT transferred to SHPT all of HRPT's capital shares of such subsidiaries (including both Assignor and SPTMRT). As part of HRPT's spin-off of SHPT, (A) HRPT is distributing approximately one-half of its shares of SHPT to HRPT's shareholders and is retaining in its portfolio the remainder of its shares of SHPT and (B) SHPT is borrowing \$200,000,000 (as part of the Loans described below) from Assignee and using the entire proceeds of such borrowing to pay formation debt owing to HRPT by SPTMRT and SHPT.

(b) SHPT, SPTMRT and Assignor have asked Lenders (hereinafter defined) to make a \$350,000,000 secured revolving loan facility available to SHPT for the purpose of making loans to SHPT from time to time up to an aggregate principal amount outstanding of \$350,000,000 (the "Loans") for certain business purposes of SHPT and its subsidiaries, including the initial \$200,000,000 Loan described in paragraph (a) above, pursuant to a Revolving Loan Agreement dated as of the date hereof among SHPT, Assignee, Dresdner Bank AG and the other lenders party thereto from time to time (collectively in such capacity, "Lenders"), SPTMRT and Assignor (as the same may be amended, supplemented and modified from time to time, the "Loan Agreement") under which SHPT is issuing notes to Lenders in the aggregate principal amount of \$350,000,000 to evidence the Loans (as the same may be amended, modified and replaced from time to time, the "Notes"). One or more Notes may be assigned in whole or in part by one Lender to another Lender from time to time under the Loan Agreement and thereupon replaced with new Notes reflecting such assignments in accordance with the terms of the Loan Agreement. Loans made under the Loan Agreement may be advanced, repaid and readvanced in whole or in part from time to time subject to the terms and conditions of the Loan Agreement. It is the intent of Assignor, Assignee and Lenders that all such Notes and Loans outstanding from time to time and Assignor's guaranty obligations in respect thereof shall be secured by this Assignment.

(c) The payment of the Loans and Notes and all other amounts payable from time to time under the Loan Agreement, the Notes and the other Loan Documents (as defined in the Loan Agreement) and the performance of SHPT's obligations thereunder are being (i) jointly and severally guaranteed by SPTMRT and Assignor under the Loan Agreement and (ii) secured by mortgage and security agreements or deeds of trust and security agreements on each of the SPTBROOK Properties (including the Property as defined above) and the SPTMRT Properties, including that certain mortgage and security agreement or deed of trust and security agreement given by Assignor to Assignee, dated the date hereof, covering the Property and intended to be duly recorded (the "Security Instrument"). The principal, interest and all other sums payable from time to time under the Loan Agreement, the Notes, the Security Instrument and the Other Security Documents (hereinafter defined) are collectively referred to as the "Debt". The documents other than this Assignment, the Note or the Security Instrument now or hereafter

executed by Assignor and/or others and by or in favor of Assignee which wholly or partially secure or guarantee payment of the Debt are hereinafter referred to as the "Other Security Documents."

**ASSIGNOR REPRESENTS AND WARRANTS** to Assignee (and Lenders) that (a) Assignor is the sole owner of the entire lessor's interest in the Leases and Lease Guaranties, which as of the date hereof consists solely of the Brookdale Master Lease and Brookdale Lease Guaranty; (b) the Leases and Lease Guaranties are valid and enforceable; (c) Assignor has delivered or caused to be delivered to Assignee true and complete copies of the Leases and Lease Guaranties, including all amendments, modifications and supplements thereto; (d) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated (except to Assignee); (e) none of the Rents have been collected for more than one (1) month in advance (provided that a security deposit shall not be deemed rent collected in advance); (f) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (g) there exist no offsets or defenses to the payment of any portion of the Rents; (h) Assignor has received no notice from any tenant or guarantor challenging the validity or enforceability of any Lease or Lease Guaranty; (i) all payments due under the Leases are current and are consistent with the terms of the Leases for the Property delivered to Assignee; (j) no tenant or guarantor under any Lease or Lease Guaranty is in default thereunder in any material respect, or is a debtor in any bankruptcy, reorganization, insolvency or similar proceeding, or has demonstrated a history of payment problems which suggest financial difficulty; (k) there are no agreements with tenants with respect to the Property under the Leases other than as expressly set forth in the Leases; (l) no person or entity has any possessory interest in, or right to occupy, the Property except under and pursuant to a Lease; and (m) no brokerage commissions or finders fees are due and payable regarding any Lease.

**ASSIGNOR COVENANTS** with Assignee that Assignor (a) shall observe and perform all the obligations imposed upon the lessor under the Leases and Lease Guaranties (including, without limitation, the Brookdale Master Lease and the Brookdale Lease Guaranty) and shall not do or permit to be done anything to impair the value of any Lease or Lease Guaranty as security for the Debt; (b) shall promptly send copies to Assignee of all notices of default which Assignor shall send or receive under any Lease; (c) shall enforce in a commercially reasonable manner all of the terms, covenants and conditions contained in the Leases and Lease Guaranties upon the part of the lessees and guarantors thereunder to be observed or performed; (d) shall not collect any of the Rents more than one (1) month in advance (provided that a security deposit shall not be deemed rent collected in advance); (e) shall not execute any other assignment of the lessor's interest in any Lease, Lease Guaranty, Rents or Bankruptcy Claims; (f) shall not (i) materially alter, modify or change any of the terms of any Lease without the prior written consent of Assignee, or (ii) cancel or terminate any Lease or Lease Guaranty or transfer or suffer or permit a conveyance or transfer of the Land or of any interest therein so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder; and (g) shall not consent to any assignment of or subletting under any Lease not in accordance with the terms thereof, without the prior written consent of Assignee.

**ASSIGNOR FURTHER COVENANTS** with Assignee that (a) the Property is subject to the Brookdale Master Lease; (b) Assignor shall not enter into any other lease of the Property without the prior written consent of Assignee, except as otherwise provided in the Loan Agreement.

**THIS ASSIGNMENT** is made on the following terms, covenants and conditions:

## PART I

### GENERAL PROVISIONS

1. **PRESENT ASSIGNMENT.** Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, Lease Guaranties, and Bankruptcy Claims, it being intended by Assignor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only, it being the intention of Assignor to establish an absolute transfer and assignment of all of the foregoing to Assignee. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance reasonably satisfactory to Assignee, as may hereafter be reasonably requested by Assignee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Property and to collect the Rents and other sums due under the Lease Guaranties and Bankruptcy Claims. Assignor shall hold the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Assignee for use in the payment of such sums. Upon an Event of Default, as defined in the Notes, the Loan Agreement and the Security Instrument, the license granted to Assignor herein shall automatically be revoked without notice to Assignor, and Assignee shall immediately be entitled to possession of all Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, whether or not Assignee enters upon or takes control of the Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon revocation of the license granted herein, to enter upon the Property in person (subject to the rights of the tenants under the Leases), and by agent or by court-appointed receiver to collect the Rents and all sums receivable pursuant to any Lease Guaranty and Bankruptcy Claims. Any Rents and all sums receivable pursuant to any Lease Guaranty and Bankruptcy Claims collected after the revocation of the license may be applied toward payment of the Debt in such priority and proportions as Assignee in its discretion shall deem proper.

2. **REMEDIES OF ASSIGNEE.** (a) Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the Property on such terms and for such

period of time as Assignee may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of this paragraph 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Property. The exercise by Assignee of the option granted it in this paragraph 2 and the collection of the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Security Instrument, the Leases, this Assignment or the Other Security Documents.

(b) Upon or at any time after the occurrence of an Event of Default, Assignee shall have the right in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(c) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If

Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

3. **NO LIABILITY OF ASSIGNEE.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the willful misconduct or bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Security Instrument) shall be secured hereby and by the Security Instrument and the Other Security Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby and the Security Instrument and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Security Instrument), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. **NOTICE TO LESSEES.** Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Property upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Security Instrument and that a default exists thereunder or under this Assignment, the Note or the Other Security Documents to pay over to Assignee all Rents and all sums under any Lease Guaranty and to continue so to do until otherwise notified by Assignee. Assignor hereby agrees that each such lessee and any other or future lessee and occupant may rely upon such written notice from Assignee to so pay the Rents and other sums without any inquiry into whether there exists a default hereunder or under the Security Instrument, the Note or the Other Security Documents or whether Assignee is otherwise entitled to the Rents and other sums. Assignor hereby waives any right, claim or demand which Assignor may now or hereafter have against any present or future lessee or occupant by reason of such payment of Rents and other sums to Assignee, and any such payment shall discharge such lessee's or occupant's obligation to make such payment to Assignor.

5. **OTHER SECURITY.** Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor, may grant extensions, renewals or indulgences with respect thereto and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6. **OTHER REMEDIES.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Security Instrument, or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. **NO MORTGAGEE IN POSSESSION.** Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor and Assignee shall be obligated to account only for such Rents as are actually collected or received by Assignee.

8. **CONFLICT OF TERMS.** In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

9. **NO ORAL CHANGE.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. **CERTAIN DEFINITIONS.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, (i) words used in this Assignment may be used interchangeably in singular or plural form, (ii) "Assignor" shall mean Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein, (iii) "Assignee" shall mean Dresdner Bank AG and its successors and assigns as Administrative Agent for itself as Lender and for all other present and future Lenders under the Loan Agreement and holders of the Loans and Notes from time to time under the Loan Agreement, (iv) "Notes" shall mean the Notes and any other evidence of indebtedness secured by the Security Instrument, (v) "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, (vi) "Property" shall include any portion of the Property and any interest therein, and (vii) "Debt" shall mean the principal of the Notes with interest thereon as provided in the Notes and the Loan Agreement and all other sums due pursuant to the Notes, the Loan Agreement, the Security Instrument, this Assignment and the Other Security Documents;



whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. **NON-WAIVER.** The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note or the Other Security Documents, (ii) the release regardless of consideration, of the whole or any part of the Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Security Instrument or the Other Security Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. **INAPPLICABLE PROVISIONS.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. **DUPLICATE ORIGINALS.** This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED, CONSTRUED AND ENFORCED PURSUANT TO AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT OF PROCEDURAL MATTERS RELATING TO THE CREATION, PERFECTION AND FORECLOSURE OF LIENS AND SECURITY INTERESTS, WHICH SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.**

15. **TERMINATION OF ASSIGNMENT.** Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of the Security Instrument duly executed by Assignee, this Assignment shall become and be void and of no effect.

16. **TRANSFER BY ASSIGNEE.** No consent by Assignor shall be required for any assignment or reassignment of the rights of Assignee under this Assignment. All references to "Assignee" hereunder shall be deemed to include the assigns of Assignee.

17. **NOTICES.** All notices or other written communications hereunder shall be given and become effective as provided in the Security Instrument.

18. **NONLIABILITY OF TRUSTEES.** THE DECLARATION OF TRUST ESTABLISHING ASSIGNOR DATED JANUARY 14, 1999, A COPY OF WHICH, TOGETHER WITH ALL AMENDMENTS THERETO (THE "DECLARATION"), IS DULY FILED WITH THE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, PROVIDES THAT THE NAME "SPTBROOK PROPERTIES TRUST" REFERS TO THE TRUSTEES UNDER THE DECLARATION COLLECTIVELY AS TRUSTEES, BUT NOT INDIVIDUALLY OR PERSONALLY, AND THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF ASSIGNOR SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, ASSIGNOR.

**THIS ASSIGNMENT**, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Security Instrument and shall be binding upon Assignor, its executors, administrators, successors and assigns and any subsequent owner of the Property.

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# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor has executed this Assignment the date first above written.

**ASSIGNOR:**

SPTBROOK PROPERTIES TRUST, a  
Maryland real estate investment trust

By: David J. Hegarty  
Name: David J. Hegarty  
Title: President

Property of Cook County Clerk's Office

COMMONWEALTH OF MASSACHUSETTS )

) SS:

COUNTY OF MIDDLESEX )

I, Camille Balletto, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that David J. Hegarty, the President of HPTBROOK Properties Trust is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16<sup>th</sup> day of September, 1999.

Camille Balletto  
Notary Public

Camille Balletto  
Notary Public

My Commission Expires Sept. 13, 2002

My Commission expires: \_\_\_\_\_



Property of Cook County Clerk's Office

EXHIBIT A

CHICAGO, ILLINOIS

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 BOUNDRY 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 50 FEET OF LOT 1 IN THE 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, MEANING AND INTENDING TO DESCRIBE A TRACT OF LAND BOUNDED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDRY 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 BOUNDRY 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

(Continued)

BOUNDRY 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 BOUNDRY 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 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 BOUNDRY LINE OF LINCOLN PARK AND RUNNING THENCE NORTH ALONG SAID WEST BOUNDRY 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 BOUNDRY 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 BOUNDRY LINE IS INTERSECTED BY THE NORTH LINE OF OAKDALE AVENUE; THENCE NORTH ALONG SAID BOUNDRY LINE 55 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID OAKDALE AVENUE 180 FEET; THENCE SOUTH PARALLEL WITH THE BOUNDRY 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.