STATE OF INDIANA LAKE COUNTY FILEU FOR RECORD

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MICHAEL B. BROWN RECORDER

This Document Prepared by and after Recording Return to:

Hinshaw & Culbertson LLP 222 N. LaSalle Street Suite 300 Chicago, Illinois 60601-1081 Attn: Nicholas S. Legatos

Parcel Number(s): 45-08-35-100-020.000-018

Property Addresses: Madison Title Agency, LLC National Romy Herpieh Dept 1125 Bapan Ayanue 16342 Lakewood, NJ 08701

105593

Space above reserved for Recorder's use only.

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of August 3), 2015 (this "Assignment"), is executed by SEBO'S HEALTH CAREAPROPERTIES, L.L.C., an Indiana limited liability company ("Sebo's Health"), and SEBO'S NURSING AND REHABILITATION CENTER, L.L.C., an Indiana limited liability company ("Tenant") (Sebo's Health and Tenant, collectively, referred to herein as the "Assignor") To and for the benefit of BANK LEUMI USA, a New York banking corporation, its successors and assigns (the "Assignee").

RECITALS:

- To evidence those certain loans (the "Loans") made by Assignee to Sebo's Health pursuant to the terms and conditions of a Loan and Security Agreement dated of even date herewith ("Loan Agreement"), Sebo's Health executed those certain term promissory notes of even date herewith, in the total aggregate original principal amount of Six Million One Hundred Sixty Thousand and 00/100 Dollars (\$6,160,000.00) (collectively the "Notes").
- The Notes are secured by among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by Sebo's Health to and for the benefit of the Assignee (the "Mortgage"); (the Loan Agreement, the Mortgage and all of the other documents and instruments evidencing, securing or otherwise executed in connection with the Loans are hereinafter collectively referred to as the "Loan Documents"), which Mortgage encumbers certain real estate described in Exhibit "A" attached hereto and made a part hereof, including all buildings, structures and improvements now or hereafter constructed thereon (the "Property") and by certain additional collateral as more particularly described in the Loan Agreement.

38.023 Cl. (30)

C. A condition precedent to the Assignee's making of the Loans to Sebos Health is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Mortgage.
- Grant of Security Interest. Sebo's Health hereby unconditionally, absolutely, irrevocably, unconditionally and presently grants, transfers, releases, conveys sets over and assigns to the Assignee, all of the right, title and interest of Sebo's Health in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants therein der, whether in each or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. The term of this Assignment shall be until the Mortgage shall have been satisfied of record by Assignee, at which time this Assignment is automatically satisfied, cancelled and released without the need for any other act or the execution, delivery and recording of any document, and the termination of this Assignment shall be deemed to be and shall be a reconveyance of the rents and Leases back to Sebo's Health from Assignee. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:
 - the payment by the Sebo's Health when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Sebo's Health under or with respect to the Loan Documents (as defined in the Notes); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
 - (b) the observance and performance by the Sebo's Health of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Sebo's Health or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

- 3. <u>Representations and Warranties of the Assignor</u>. The Assignor represents and warrants to the Assignee that:
 - (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
 - (b) Sebo's Health is the lessor under all Leases;
 - (c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
 - (d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and
 - (e) except as disclosed in the estoppel certificates delivered to Assignee, to the best of Assignor's knowledge there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.
- 4. Covenants of the Assignor The Assignor covenants and agrees that so long as this Assignment shall be in effect:

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 - Assignor obtains the Assignee's prior written consent to all aspects of such lease provided;
 - (b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, or (v) enter into any oral leases with respect to all or any portion of the Premises;
 - (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;
 - (d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

- (e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Assignee's prior written consent;
- (f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder (other than a lease for which the tenant thereunder is in default, provided that Assignee is given prior written notice of any such action);
- (g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;
- (h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- the Assigner shall at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabifities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys fees, in any such action or proceeding in which the Assignee may appearate Lake County Recorder!
- default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder in accordance with sound property management practices and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;
- (I) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (m) the Assignor shall not without Assignee's prior written consent, execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease;

- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and, if an Event of Default has occurred and is continuing, Assignor shall use commercially reasonable efforts to cause any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Assignee. Subject to the right of Assignor to receive all rents, issues, income and profits from the Premises prior to the occurrence of an Event of Default pursuant to the terms of Paragraph 5 below, the Assignor hereby assigns any such payment to the Assignee and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below; and
- (o) Not later than thirty (30) days after the end of each calendar quarter, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.
- 6) shall occur and during the continuation thereof, the Assignor shall have the limited, revocable license to collect, at the time (but in to event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence and continuation of an Event of Default, the Assignor's right to collect such rents, issues, income and profits may terminate upon written notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time. Any rents collected by Assignor following an Event of Default shall be held by Assignor in trust for the benefit of Assignee. Assignor agrees that the affidavit or written statement of any officer, agent or attorney of Assignee stating that there has been an Event of Default shall be prima facie evidence thereof and all persons and entities, including all Tenants, are authorized and directed to rely thereon.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Notes, the Mortgage or any of the other Loan Documents.
- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence and during the continuation of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants (subject to the tenants' non-disturbance rights, if any), to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to the tenants and other amounts to the Assignee; and
- Make any payment of do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:
 - (a) First, to reimburse Assignee for all of the following expenses, together with court costs and reasonable attorneys fees and including interest thereon at the Default Rate: (i) taking and retaining possession of the Premises; (ii) managing the Premises and collecting the reats, issues, income and profits thereof, including, without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper (iii) operating and maintaining the Premises, including, without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens and premiums for any insurance required under the Mortgage or any of the other Loan Documents; and (iv) the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper;

- (b) Second, to reimburse Assignee for all sums expended by Assignee pursuant to Paragraph 7(d) above, together with interest thereon at the Default Rate;
- (c) Third, to reimburse Assignee for all other sums with respect to which Assignee is indemnified pursuant to Paragraph 9 below, together with interest thereon at the Default Rate;
- (d) Fourth, to reimburse Assignee for all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the other Loan Documents, together with interest thereon at the Default Rate;
 - (e) Fifth, to the payment of all accrued and unpaid interest under the Notes;
- (f) Sixth, to the payment of the unpaid principal balance of the Notes and any and all other amounts due thereunder or under the other Loan Documents; and
- (g) Seventh, any balance remaining to Sebo's Health, its respective legal representatives, successors and assigns or to such other parties which may be legally entitled thereto.

Notwithstanding anything contained herein to the contrary, to the extent required under Indiana law as a condition to the exercise of any remedies elected by Assignee, any rents collected by Assignee pursuant to the terms of this Assignment shall be applied in the following order: (a) to payment of all fees of any receiver appointed hereunder, (b) to application of tenant's security deposits; (c) to payment when due of prior of current real estate taxes or special assessments with respect to the Premises on iff the Mortgage corequires, to the periodic escrow for payment of the taxes or special assessments then due; (d) to payment when due of premiums for insurance of the type required by the Mortgage or, if the Mortgage so requires, to the periodic escrow for the payment of premiums then due; and (e) to payment of all expenses for normal maintenance of the Premises. Any rents remaining after application of the above items prior to commencement of foreclosure, shall be applied to the indebtedness secured hereby in such order as Assignee may elect. If the Premises shall be foreclosed and sold pursuant to a foreclosure sale, then:

- if the Assignee is the purchaser at the foreclosure sale, the rents shall be paid to the Assignee to be applied to the extent of any deficiency remaining after the sale, to the extent permitted by law, the balance to be retained by the Assignee, and if the Premises are redeemed by the Assigner or any other party entitled to redeem, the rents shall be applied as a credit against the redemption, to the extent permitted by law, with any remaining excess rents to be paid to the Assignor, provided, if the Premises are not redeemed, any remaining excess rents shall belong to the Assignee, whether or not a deficiency exists.
- (ii) If the Assignee is not the purchaser at the foreclosure sale, the rents shall be paid to the Assignee to be applied first, to the extent of any deficiency remaining after the sale, the balance to be retained by the purchaser, and if the Premises are redeemed by the Assignor or any other party entitled to redeem, the rents shall be applied as a credit

against the redemption price with any remaining excess rents to be paid to the Assignor, provided, if the Premises are not redeemed, any remaining excess rents shall be paid first, to the purchaser at the foreclosure sale in an amount equal to the interest accrued upon the sale price pursuant to applicable law, then to the Assignee to the extent of any deficiency remaining unpaid and the remainder to the purchaser.

- Limitation of the Assignee's Liability. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereonyatone Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the drevisions hereof or of the Mortgage.
- 10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other

security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

- 11. <u>Further Assurances</u>. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.
- 12. <u>Security Deposits</u>. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.
- 13. <u>Severability</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
- 14. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall intre to the benefit of the Assignee and its successors and assigns.

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- 15. Written Modifications This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.
- Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Indianal S
- 18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.
- 19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT,

INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[REST OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

Assignor:

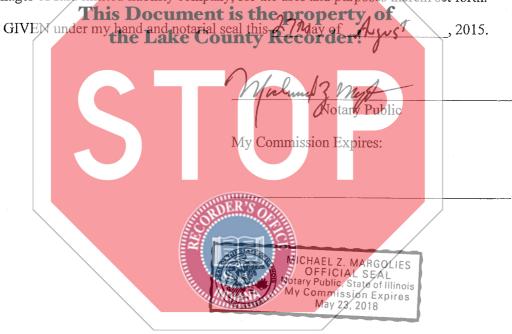
SEBO'S NURSING AND REHABILITATION CENTER, L.L.C., an Indiana limited liability

company

By:

Name: Eric Rothner Its: Manager

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Eric Rothner, the Manager of Sebo's Nursing and Rehabilitation Center, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, in its capacity as the Manager of said limited liability company, for the uses and purposes therein set forth.



IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

Assignor:

SEBO'S HEALTH CARE PROPERTIES,

L.L.C., an Indiana limited liability company

By:

Name: Eric Rothner
Its: Manager

STATE OF <u>|LLINOIS</u>) SS.
COUNTY OF <u>COOK</u>)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Eric Rothner, the Manager of SEBO'S HEALTH CARE PROPERTIES, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, in its capacity as the Manager of said limited liability company, for the uses and purposes therein set forth.



DECLARATION

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in the document, unless required by law.

Uto Opperheine Name: Ita Opperheine



EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hobart, County of Lake, State of Indiana.

TRACT 1

Lot 1 in Sebo's Heritage Manor to the City of Hobart, as per Plat thereof, Recorded in Plat Book 81 Page 53, in the Office of the Recorded of Lake County, Indiana.

TRACT II

The South 1696.81 feet of the East 10 acres of the West 20 acres of the East 1/2 of the North West 1/4 of Section 35, Township 36 North, Range 8 West of the 2nd P.M.

TRACTS I AND II ABOVE ARE FURTHER DESCRIBED AS FOLLOWS:

Lot 1, as shown on Plat of Sebo's Health Care Addition to the City of Hobart dated June 10, 2014 and recorded on October 15, 2014 in Plat Book 107 Page 56.

NOTE: Being Parcel No. 45-08-35-100-020.000-018, of the City of Hobart, County of Lake.

NOTE: Parcel No. shown for informational purposes only. A L.

Parcel Number: 45-08-35-100-020.000-018 is the property of Common Address; 4410 45 Avenue Hobatiny AB corder!

