

2013
WHEN RECORDED RETURN TO:

Duane Morris LLP
227 West Monroe Street
Suite 3400
Chicago, Illinois 60606
ATTENTION: Daniel Kohn, Esq.



200504200075
Skagit County Auditor

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ORDER NO.: CHICAGO TITLE IC33921

DOCUMENT TITLE(s): **ASSIGNMENT OF RENTS (Lease) – Site #104**

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:
additional reference numbers on page _____ of document: **None**

GRANTOR(s): (last name, then first name and initials)
San Juan NH Property, L.L.C.
additional names on page _____ of document

GRANTEE(s): (last name, then first name and initials)
LaSalle Bank National Association
additional names on page 10 of document

LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range)
Parcel A: Lots 2 though 7, inclusive, and E. half of Lot 8, and Lots 16 through 19, inclusive, Block 3, Stewart's First Addition to the City of Anacortes Wash.

Parcel B: Tracts 26 and 27, Nelson's addition to Anacortes, Wash.

S TWP RG
☒ additional legal description is on page **12** of document

ASSESSOR'S PROPERTY TAX PARCEL, ACCOUNT NUMBER(s):
additional legal description is on page _____ of document

P58104; P58105; P60416; P60417; P60420; P60421; P60422

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
227 West Monroe Street, Suite 3400
Chicago, Illinois 60606

ASSIGNMENT OF RENTS
(Lease)

Site #104 -- San Juan Rehab & Care Center
Skagit County, Washington

SAN JUAN NH PROPERTY, L.L.C., a Delaware limited liability company ("Assignor"), for good and valuable consideration, receipt whereof being hereby acknowledged, hereby irrevocably assigns to **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and its assigns ("Assignee"), in its capacity as Administrative Agent (as defined in the Credit Agreement of even date herewith among Assignor, AVIV Financing I, LLC, a Delaware limited liability company ("Parent"), the various subsidiaries of Parent party thereto and described on Schedule 1 attached hereto (the "Other Subsidiaries"; Assignor, Parent and the Other Subsidiaries are sometimes hereinafter collectively referred to as the "Borrowers"), Assignee and the other Lenders (as it may be modified, amended or restated from time to time, the "Credit Agreement")) for the lenders described in Schedule 2 attached hereto (the "Lenders") all of Assignor's interest and rights as lessor and/or sublessor in and to all leases and subleases now or hereafter affecting the property, including all improvements thereon, described in Exhibit A attached hereto (whether one or more parcels or multiple



locations, hereinafter referred to individually and collectively as the "**Property**") or any part thereof, whether written or verbal, and all rents, amounts, issues, proceeds, deposits and profits accruing and to accrue from the Property, whether payable pursuant to any present or future lease(s) or sublease(s) or otherwise growing out of any letting of or any agreement for the sale, occupancy or use of the Property or any portion thereof which may have been heretofore or hereafter made or agreed to (the "**Rents**") which are due or shall become due to Assignor, including without limitation, all Rents under the terms of that certain Lease described on Schedule 3 attached hereto (as amended, modified, restated and/or assigned from time to time, the "**Lease**"). Notwithstanding anything to the contrary contained herein, Assignor represents and warrants that to its actual knowledge the Lease remains in full force and effect and is the primary and sole lease affecting the Property.

This Assignment of Rents (as it may be modified, amended or restated from time to time, this "**Assignment**") is an absolute assignment, and is intended to vest in Assignee the right to collect all Rents subject only to the conditional license to collect, apply, use and enjoy the Rents granted by Assignee to Assignor under the terms provided below:

At any time an Event of Default (as defined in the Credit Agreement), has occurred and is continuing under the Credit Agreement, pursuant to the terms of that certain Mortgage or Deed of Trust, as applicable, of even date herewith from Assignor in favor of Assignee, in its capacity as Administrative Agent for the Lenders, as it may be modified, amended or restated from time to time, or any of the other Loan Documents (as defined in the Credit Agreement), Assignee may enter upon and take possession of the Property or any part thereof, or seek the appointment of a receiver, as applicable, and at any such time, or so long as such Event of Default is continuing, if Assignee in the reasonable exercise of its discretion determines that payment or performance of any of the Assignor's Obligations (as defined in the Credit Agreement) to Lenders is insecure, or if permitted by law without regard to the adequacy of the security for Assignor's Obligations, Assignee, in person or by agent or representative with or without bringing suit if permitted by law, may demand, sue for, receive and give receipts, releases and satisfactions for



all Rents. At any time that Assignee has not exercised its right to take possession of the Property, or sought the appointment of a receiver, as applicable, or there is not in effect any demand by Assignee for the direct payment of the Rents to Assignee given pursuant to the immediately preceding sentence, and in each case no Event of Default then exists which is continuing, Assignor may collect the Rents provided that no Rents shall be collected by Assignor more than thirty (30) days in advance of the period of occupancy to which they relate. The Rents collected by Assignor pursuant to the license granted in the immediately preceding sentence shall be held by Assignor as trustee for the benefit of all Obligations which are then due and payable and may be used by Assignor for any proper purpose. During the existence of an Event of Default, any demand by Assignee upon the lessee under the Lease (the "Lessee"), or any other tenant or subtenant of the Property under any future lease or sublease accompanied by a copy of this Assignment shall be sufficient authority for Lessee or such other tenant or subtenant thereafter to make all payments of Rent directly to Assignee, and Lessee or any such other tenant or subtenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making payment of the Rents to Assignee pursuant to Assignee's demand, Lessee or any other tenant or subtenant of the Property (as the case may be) shall be as fully discharged of its obligations under the Lease or any other lease or sublease to the extent of such payments as if such payments had been made directly to Assignor. If at any time the Rents are required to be made directly to Assignee under the terms of this paragraph and notwithstanding such requirement such payments are made to Assignor, Assignor will receive such payments in trust for Assignee and will forward them immediately to Assignee in the form in which received, adding only such endorsements or assignments as may be necessary to perfect Assignee's title thereto. Any amounts collected by Assignee pursuant to this Assignment shall be applied by Assignee to the payment of such of the Assignor's Obligations as are then due and payable as Assignee in its sole discretion shall determine, and otherwise as specified in the Security Agreement (as defined in the Credit Agreement). If no such Obligations are then due and payable, such amounts may be held by Assignee as cash collateral for such Obligations, without liability for interest thereon, provided that Assignee will, at the direction of Assignor, invest such amounts for the account and at the risk of Assignor in U.S. Treasury Bills with less than sixty (60) days remaining to maturity or in similar essentially risk-free, cash equivalent investments as Assignor may reasonably direct and any earnings derived from such investments will become a part of the cash collateral account any portion or all of the cash collateral account which is not applied to such Obligations pursuant to the terms of this paragraph may at the discretion of Assignee be released to Assignor. The authority given to collect the Rents conferred upon Assignee under the terms of this Assignment is irrevocable.

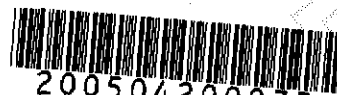


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Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all of the agreements and undertakings made by Assignor hereunder are not made for the purpose or with the intention of binding any of the members, managers, shareholders, or partners of Assignor, as applicable, or any of their respective officers, directors, shareholders, members, managers, partners, agents, employees, successors or assigns personally, but are made and intended solely for the purpose of binding (and shall be enforceable against) only Assignor, no personal liability is assumed by or shall at any time be asserted or enforceable against any of the members, managers, shareholders, or partners of Assignor, as applicable, or any of their respective officers, directors, shareholders, members, managers, partners, agents, employees, successors or assigns all such personal liability of such persons or entities being expressly waived.

(signature page follows)



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IN WITNESS WHEREOF, this Assignment has been duly executed effective as of

APRIL 13, 2005, which is the Effective Date.

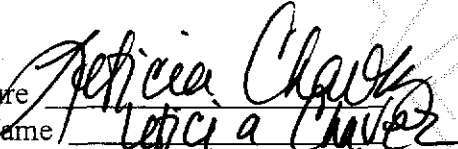
SAN JUAN NH PROPERTY, L.L.C.

By: 

Name: Zev Karkomi

Its: Manager

Signed and acknowledged
in the presence of

Signature 

Print Name Leticia Chavez



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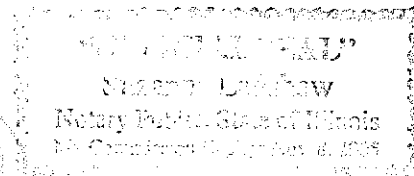
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Suzanne Ladshaw, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Zev Karkomi, as a manager of San Juan NH Property, L.L.C., in his capacity as a manager of such limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such a manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth,

GIVEN under my hand and notarial seal, this 9th day of April, 2005.

Suzanne Ladshaw
NOTARY PUBLIC
[SEAL]

My Commission Expires: 11-8-05



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SCHEDULE 1
Other Subsidiaries

<u>Name of Entity</u>	<u>Jurisdiction of Organization</u>
Bellingham II Associates, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Clayton Associates Limited Partnership	New Mexico
Columbia View Associates, L.L.C.	Delaware
Florence Heights Associates, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Aviv Liberty, L.L.C.	Delaware
Manor Associates	Illinois
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Oakland Nursing Homes Limited Partnership	California
October Associates, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
Skyview Associates, L.L.C.	Delaware
Benton Harbor, L.L.C.	Illinois
Burton NH Property, L.L.C.	Delaware
Chippewa Valley, L.L.C.	Illinois
Columbus Western Avenue, L.L.C.	Delaware
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Fullerton California, L.L.C.	Delaware
Hobbs Associates, L.L.C.	Illinois
KB Northwest Associates Limited Partnership	Illinois
KB Pinehurst Limited Partnership	Illinois
Minnesota Associates, L.L.C.	Delaware
Montana Associates, L.L.C.	Illinois
Ogden Associates, L.L.C.	Delaware
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Raton Property Limited Company	New Mexico
Rose Baldwin Park Property L.L.C.	Illinois
Sandpoint, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington - Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois



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West Pearl Street, LLC
Wheeler Healthcare Associates, L.L.C.

Delaware
Texas



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SCHEDULE 2

Lenders

LaSalle Bank, N.A.

Banco Popular

Bank Leumi

MB Financial Bank

Bank of Oklahoma

Busey Bank

Israel Discount Bank



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SCHEDULE 3

Lease

Lease made and entered into the 23rd day of March, 2004, by and between San Juan NH Property, L.L.C., a Delaware limited liability company (hereinafter referred to as "Lessor"), and Hope Care, Inc., a Washington corporation (hereinafter referred to as "Lessee"), as amended and assigned.



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EXHIBIT A

Legal Description

PARCEL A:

Lots 2 through 7, inclusive, and the East Half of Lot 8, and Lots 16 through 19, inclusive, Block 3, STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH., according to the plat thereof recorded in Volume 2 of Plats, page 14, records of Skagit County, Washington.

(Also known as San Juan Care Center).

Situated in Skagit County, Washington.

PARCEL B:

Tracts 26 and 27, NELSON'S ADDITION TO ANACORTES, WASH., according to the plat thereof recorded in Volume 2 of Plats, page 102, records of Skagit County, Washington.

(Also known as San Juan Care Center)

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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