



0020130178

1622/0021 50 001 Page 1 of 14
2002-01-31 11:34:42
Cook County Recorder 91.50

Prepared by Robert J. Katz PC
1990 M Street #410
Washington DC 20036

5 of 10
Regulatory Agreement
Nursing Homes

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Federal Housing Administration Project No. 071-22039

02-00045

Mortgagee: CAMBRIDGE REALTY CAPITAL, LTD. OF ILLINOIS,
AN ILLINOIS CORPORATION

0020130174

Amount of Mortgage Note: \$2,517,300.00

Date: January 24, 2002

Mortgage Recorded: State: Illinois County: Cook

Date: January 31, 2002

January 31, 2002

Book _____ Page document _____

This Agreement entered into as of the 24th day of January 2002 between THE RENAISSANCE AT HILLSIDE, INC., AN ILLINOIS CORPORATION whose address is 6633 N. Lincoln Avenue, Lincolnwood, IL 60045 (hereinafter referred to as Lessee) and the undersigned Federal Housing Commissioner, (hereinafter called Commissioner).

In consideration of the consent of the Commissioner to the leasing of the skilled nursing facility component of the RENAISSANCE AT HILLSIDE by LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE OF COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1995, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED JANUARY 24, 2002, AND KNOWN AS TRUST NUMBER 01-4889 (hereinafter referred to as Owner or Lessor) and in order to comply with the requirements of the National Housing Act and the Regulations adopted by the Commissioner pursuant thereto, Lessee agrees for itself, its successors, heirs and assigns, that in connection with the mortgaged property and the project operated thereon and so long as the Contract of Mortgage Insurance continues in effect, and during such further period of time as the Commissioner shall be the owner, holder or remitter of the mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property:

- (1) The lease shall be subject and subordinate to the mortgage securing the note or other obligation endorsed for insurance by the commissioner;
- (2) Lessee shall make payments under lease when due;
- (3) Payments by the lessee to the lessor shall be sufficient to pay all mortgage payments including payments to reserves for taxes, insurance, etc., payments to the Reserve for Replacements, and to take care of necessary maintenance. If at the end of any calendar year, or any fiscal year if the project operates on the basis of a fiscal year, payments under the lease have not been sufficient to take care of the above items, the lessor and lessee upon request in writing from the Commissioner shall renegotiate the amounts due under the lease so that such amounts shall be sufficient to take care of such items; the Commissioner shall be furnished by the lessee, within thirty days after being called upon to do so, with a financial report in form satisfactory to the Commissioner covering the operations of the mortgaged property and of the project;
- (4) The lessee shall not sublease the project or any part thereof without the consent of the Commissioner;
- (5) The lessee shall at all times maintain in full force and effect a license from the State or other licensing authority to operate the project as a nursing home, but the owner shall not be required to maintain such a license;
- (6) Lessee shall maintain in good repair and condition any parts of the project for the maintenance of which lessee is responsible under the terms of the lease;
- (7) Lessee shall not remodel, reconstruct, add to, or demolish any part of the mortgaged property or subtract from any real or personal property of the project;
- (8) Lessee shall not use the project for any purpose except the operation of a nursing home;
- (9) If a default is declared by the Commissioner under the provisions of Paragraph 10 of the Regulatory Agreement entered into by the lessor-mortgagor and the Commissioner on the 24th day of January 2002; a copy of notice of default having been given to the lessee, the lessee will thereafter make all future payments under the lease to the Commissioner;
- (10) The lease may be cancelled upon thirty days written notice by the Commissioner given to the lessor and the lessee for a violation of any of the above provisions unless the violation is corrected to the satisfaction of the Commissioner within said thirty day period.
- (11) The Commissioner must approve any change in or transfer of ownership of the lessee entity, and any change in or transfer of the management operation, or control of the project.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

- (12) The lessee shall not reduce or expand, allow to be reduced or expanded, or cause the expansion or reduction of the bed capacity of the project without the consent of the Commissioner. Any change in the bed capacity shall violate this Regulatory Agreement.
- (13) The lessee shall not enter into any management contract involving the project, unless such shall contain a provision that, in the event of default under the Regulatory Agreement as recited in paragraph 9 (above) of this Agreement, the management agreement shall be subject to termination without penalty upon written request of the Commissioner. Upon such request the lessee shall immediately arrange to terminate the contract within a period of not more than thirty (30) days and shall make arrangements satisfactory to the Commissioner for continuing proper management of the project.
- (14) The mortgaged property, equipment, buildings, plans, fixtures, apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and subject to examination and inspection at any reasonable time by the Commissioner or his duly authorized agents. Lessee shall keep copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by the Commissioner or his/her duly authorized agents.
- (15) There shall be full compliance with the provisions of (1) any State or local laws prohibiting discrimination in housing on the basis of race, color, creed, or national origin; and (2) with the Regulations of the Federal Housing Administration providing for non-discrimination and equal opportunity in housing. It is understood and agreed that failure or refusal to comply with any such provisions shall be a proper basis for the Commissioner to take any corrective action he may deem necessary including, but not limited to, the refusal to consent to a further renewal of the lease between the mortgagor-lessor and the lessee, the rejection of applications for FHA mortgage insurance and the refusal to enter into future contracts of any kind with which the lessee is identified; and further, if the lessee is a corporation or any other type of business association or organization which may fail or refuse to comply with the aforementioned provisions, the Commissioner shall have a similar right of corrective action (1) with respect to any individuals who are officers, directors, trustees, managers, partners, associates or principal stockholders of the lessee; and (2) with respect to any other type of business association, or organization with which the officers, directors, trustees, managers, partners, associates or principal stockholders of the lessee may be identified.

Instructions to Closing Attorney
Regulatory Agreement—form HUD-92466-NHL
Nursing Homes—Section 232

This Regulatory Agreement must be executed by the Lessee and the Commissioner and recorded before the Note is endorsed for insurance.

Note that there is space left on the back of the printed form for proper execution of the instrument.

The execution by the Commissioner and by the Lessee must be in accordance with the requirements of the jurisdiction where the project is located and must permit the instrument to be recorded.

The Agreement is to be executed in the name of the Commissioner. It will be signed for the Commissioner by the Field Office Manager or authorized agent who endorses the Note for insurance.

Recording must be at the expense of the mortgagor-owner or lessee.

Sufficient space is left on the back for the insertion of any necessary additional provisions. Any changes in the Agreement and any substantial additions shall receive the prior approval of the Assistant Secretary for Housing.

A copy of the Commissioner-approved lease shall be attached to this Regulatory Agreement. If the lease has already been filed or recorded, re-recording will be unnecessary, and a copy of the recorded lease (with recording data) will be attached following recording of the form HUD-92466-NHL.

The Agreement must be executed by the Lessee prior to execution by the Commissioner.

UNOFFICIAL COPY

0020130178

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove first written.

**THE RENAISSANCE AT HILLSIDE, INC.,
AN ILLINOIS CORPORATION**

By: 

Jack Rajchenbach, Secretary

**SECRETARY OF HOUSING AND URBAN
DEVELOPMENT ACTING BY AND THROUGH
THE FEDERAL HOUSING COMMISSIONER**

By: 

Authorized Agent

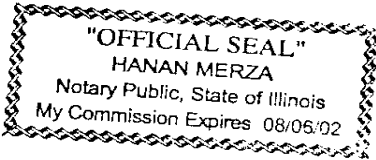
Property of COOK COUNTY Clerk's Office

UNOFFICIAL COPY

0020130178

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this of January 2002 before me personally came Jack Rajchenbach, to me known, who being by me duly sworn, did depose and state that he is Secretary of THE RENAISSANCE AT HILLSIDE, INC., AN ILLINOIS CORPORATION, and did acknowledge that he executed the foregoing instrument as the act and deed of said corporation.



Hanan Merza

Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

**ATTACHMENTS TO REGULATORY AGREEMENT NURSING HOMES
WITH RESPECT TO THE SKILLED NURSING FACILITY COMPONENT
OF RENAISSANCE AT HILLSIDE
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-22039**

- | | |
|-----------------------|---|
| 1. EXHIBIT "A" | LEGAL DESCRIPTION |
| 2. EXHIBIT "B" | ASSIGNMENT OF LESSOR'S INTEREST IN THE LEASE |
| 3. EXHIBIT "C" | AMENDMENT TO LEASE AGREEMENT |
| 4. EXHIBIT "D" | LEASE AGREEMENT |

UNOFFICIAL COPY

0020130178

EXHIBIT "A"
LEGAL DESCRIPTION

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

EXHIBIT A
LEGAL DESCRIPTION
RENAISSANCE AT HILLSIDE
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-22039

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4; THENCE NORTH 00 DEGREES 04 MINUTES 43 SECONDS EAST, 1324.21 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST, 954.00 FEET TO A SET 1/2 INCH IRON ROD ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY (A 370 FOOT RIGHT OF WAY), SAID IRON ROD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST, 691.10 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 17 SECONDS EAST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 43 SECONDS WEST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 17 SECONDS EAST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 153.17 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID EXPRESSWAY, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 4029.83 FEET AND SUBTENDING A CHORD OF LENGTH 702.31 FEET AND BEARING NORTH 63 DEGREES 27 MINUTES 57 SECONDS WEST, FOR AN ARC DISTANCE OF 703.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AFTER RECORDING, RETURN TO:
Attn: Christine A. Hathaway
LandAmerica - Nat'l Commercial Svcs.
10 South LaSalle Street, Suite 2500
Chicago, IL 60603

CHI-29346

OKA 4600 Frontage Rd.
Hillside IL

PIN 15-17-101-014

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

EXHIBIT "B"

ASSIGNMENT OF LESSOR'S INTEREST IN THE LEASE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

EXHIBIT "C"

AMENDMENT TO LEASE AGREEMENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020130178

ASSIGNMENT OF LESSOR'S INTEREST IN THE LEASE

This Assignment of Lessor's Interest in the Lease Agreement (hereinafter referred to as the "Assignment") is made as of the 24th day of January 2002 by and between LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE OF COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1995, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED JANUARY 24, 2002, AND KNOWN AS TRUST NUMBER 01-4889 (hereinafter referred to as the "Assignee" or "Successor Lessor") and HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP (hereinafter referred to as the "Assignor" or "Original Lessor").

RECITALS

1. Lease Agreement dated April 10, 1995, with respect to the skilled nursing facility component of RENAISSANCE AT HILLSIDE, by and between HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP and THE RENAISSANCE AT HILLSIDE, INC., AN ILLINOIS CORPORATION (hereinafter referred to as the Lease) as amended by that certain Amendment to Lease Agreement dated as of January 24, 2002, by and between HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP and THE RENAISSANCE AT HILLSIDE, INC., AN ILLINOIS CORPORATION (hereinafter referred to as the "Amendment to Lease Agreement"). The Lease and Amendment to Lease Agreement are hereinafter collectively referred to as the "Lease Agreement".
2. Assignor desires to assign its interest in the Lease Agreement to Assignee, and Assignee desires to accept such Assignment.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the Recitals set forth above (which are by this reference made a part of this Assignment) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Lease Agreement, effective as of the date of this Assignment.
2. Assignee hereby accepts the foregoing assignment, sale, transfer and conveyance, effective as of the date of this Assignment, and agrees to assume, perform and be liable for all covenants, duties and obligations of Assignor under the Lease Agreement arising from and after such date.
3. It is expressly agreed that this Assignment shall not release or relieve the Assignor from any liability under the Lease.
4. This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

UNOFFICIAL COPY

0020130178

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

ASSIGNEE:

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE OF COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1995, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED JANUARY 24, 2002, AND KNOWN AS TRUST NUMBER 01-4889

By: _____

ASSIGNOR:

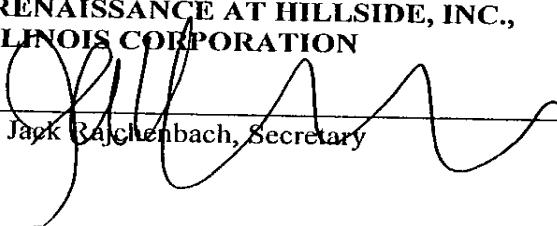
**HILLSIDE LIMITED PARTNERSHIP,
AN ILLINOIS LIMITED PARTNERSHIP**

By: Sigmund Lefkovitz Declaration of Trust
Its Sole General Partner

By: _____
Sigmund Lefkovitz, Trustee

**THE RENAISSANCE AT HILLSIDE, INC.,
AN ILLINOIS CORPORATION** hereby
approves the assignment.

**THE RENAISSANCE AT HILLSIDE, INC.,
AN ILLINOIS CORPORATION**

By: 
Jack Rajchenbach, Secretary

UNOFFICIAL COPY

0020130178

0020130170

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

ASSIGNEE:

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

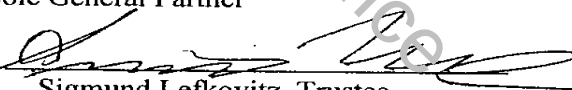
LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE OF COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1995, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED JANUARY 24, 2002, AND KNOWN AS TRUST NUMBER 01-4889

By: 
JOSEPH F. SOCOL, ASST. VICE PRESIDENT

ASSIGNOR:

**HILLSIDE LIMITED PARTNERSHIP,
AN ILLINOIS LIMITED PARTNERSHIP**

By: Sigmund Lefkovitz Declaration of Trust
Its Sole General Partner

By: 
Sigmund Lefkovitz, Trustee

**THE RENAISSANCE AT HILLSIDE, INC.,
AN ILLINOIS CORPORATION** hereby
approves the assignment.

**THE RENAISSANCE AT HILLSIDE, INC.,
AN ILLINOIS CORPORATION**

By: _____
Jack Rajchenbach, Secretary

UNOFFICIAL COPY

0020130178

**EXCULPATORY PROVISIONS
FOR RENAISSANCE AT HILLSIDE
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-22039**

This document is executed by LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE OF COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1995, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED JANUARY 24, 2002, AND KNOWN AS TRUST NUMBER 01-4889 in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in this document contained shall be construed as creating any monetary liability on said Trustee personally, to pay an indebtedness occurring thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied, in said document (all such personal liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security thereunder except that the said Trustee shall be liable for funds or property of the Trust Property coming into its hand, which by the Regulatory Agreement Housing for Multifamily Housing Projects, it is not entitled to retain.