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Cook County Recorder

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## WHEN RECORDED MAIL TO:

Robert J. Katz, PC  
1990 M Street NW, Suite 410  
Washington, DC 20036

## AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT TO LEASE AGREEMENT** of the skilled nursing facility component of RENAISSANCE AT HILLSIDE (the "Amendment to Lease Agreement"), is made as of January 24, 2002, effective as of January 31, 2002, by and between HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP whose address is 801 N. Skokie Blvd., Room 106, Northbrook, IL 60062 (hereinafter referred to as the "Lessor") and THE RENAISSANCE AT HILLSIDE, INC., AN ILLINOIS CORPORATION whose address is 6632 N. Lincoln Avenue, Lincolnwood, IL 60045 (hereinafter referred to as the "Lessee")

## RECITALS

1. Lease dated as of April 10, 1995, 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").
2. Lessor has applied for a loan from CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, AN ILLINOIS CORPORATION (hereinafter referred to as the "Mortgagee") which said loan is to be insured by the Secretary of Housing and Urban Development acting on and through the Federal Housing Commissioner (hereinafter referred to as "HUD") and is evidenced by a Mortgage Note dated as of January 24, 2002 (hereinafter referred to as the "Mortgage Note") which is to be secured by a Credit Instrument dated as of January 24, 2002 (hereinafter referred to as the "Mortgage") on the premises in the amount of \$9,017,300.00 (the "Mortgage Loan") and 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 "Trustee" of which the Lessor has a 100% beneficial interest) and/or the Lessor is required to execute a Mortgage Note, Mortgage, Regulatory Agreement for Multifamily Housing Projects and other such documents required by HUD in connection with the said loan (hereinafter collectively referred to as the "HUD Loan Documents"), in order to obtain such loan.
3. Lessor and Lessee acknowledge that it is a condition precedent to obtaining the insurance of the Mortgage Loan by HUD that Lessor and Lessee subordinate their Lease to the Mortgage from Lessor for the benefit of the Mortgagee which is to be recorded in the Office of the Clerk of Cook County, Illinois, and which is to be secured by the Mortgage Note from Lessor to Mortgagee.

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4. Lessor and Lessee also desire to amend the Lease in order to incorporate certain provisions of the HUD Loan Documents and to further amend the Lease on the terms and conditions set forth in this Amendment.

## AGREEMENTS

**NOW, THEREFORE**, in consideration of the Recitals set forth above, which by this reference are made a part of this Amendment, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Defined Terms.** It is understood and agreed that all terms and expressions, when used in this Amendment, unless a contrary intention is expressed herein shall have the same meanings as in the Lease.

2. **Term.** The Term Section under the lease is amended to read as follows:

The term of this Lease shall be for the period of June 29, 1997 to July 1, 2007, unless sooner terminated or extended as hereinafter provided; subject, however, to the rules and regulations of HUD.

3. **HUD Loan Obligations.** Lessor and Lessee acknowledge that the premises are secured by a Mortgage Loan insured by HUD. In connection therewith the parties hereby acknowledge the following:

- 3.1. The premises are subject to a certain Regulatory Agreement for Multi-family Housing Projects dated January 24, 2002 by and between Trustee, Lessor and HUD (hereinafter referred to as the "Regulatory Agreement"), and the Mortgage; to the extent that any provisions of the Lease conflict or are inconsistent with such Regulatory Agreement or the Mortgage, such Regulatory Agreement and Mortgage, as the case may be, shall control.

- 3.2. The premises are also subject to a Regulatory Agreement Nursing Homes dated January 24, 2002 by and between Lessee and HUD (hereinafter referred to as the "Regulatory Agreement Nursing Homes"), to the extent that any provisions of the Lease conflict or are inconsistent with such Regulatory Agreement Nursing Homes, such Regulatory Agreement Nursing Homes shall control.

- 3.3. The Lessor hereby agrees that Lessor is subject to the restrictions on the use of surplus cash as defined in the Regulatory Agreement described in Paragraph 3.1 above.

- 3.4. Lessee and Lessor hereby agree and acknowledge that the Lease, as amended, is in all respects subject to and subordinate to the Mortgage Note, the Mortgage, the Regulatory Agreement, Regulatory Agreement Nursing Homes, the National Housing Act and the

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regulations issued pursuant thereto by HUD, and that so long as the HUD Mortgage Insurance Contract is in force between HUD and the holder of the Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property, the provisions of such documents and of applicable HUD regulations shall take precedence in the event of any conflict with the provisions of the Lease.

- 3.5. Lessee shall maintain in good repair and condition Federal Housing Administration Project No. 071-22039 (hereinafter referred to as the "Project").
- 3.6. 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 HUD.
4. **Demised Premises and Personal Property.** Lessor, for and in consideration of the rents, and covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee, its successors and assigns, to be paid, kept and performed, does hereby lease unto Lessee the Demised Premises together with the Personal Property to be used in and upon the Demised Premises for the term hereinafter specified, for use and operation therein and thereon of a nursing home facility.
5. **Personal Property.** Lessee hereby leases from Lessor all of the Personal Property used in connection with the operation of the nursing home facility located on the Demised Premises.
6. **Occupancy.** During the term of this Lease, the Demised Premises shall be used and occupied by Lessee solely for and as a nursing home facility.
7. **Lessee's Attornment.** Lessee covenants and agrees that, if by reason of a default upon the part of the Lessor in the performance of any of the terms and conditions of the Mortgage, or if for any other reason such Mortgage, and the estate of the Lessor thereunder, are terminated by summary dispossession proceedings or otherwise, or if such Mortgage is terminated through foreclosure proceedings brought by the holder of such Mortgage, Lessee will attorn to the then holder of the Mortgage or the purchaser in such foreclosure proceedings, as the case may be, and will recognize such holder of the Mortgage or such purchaser as the Lessor under the Lease. Lessee covenants and agrees to execute and deliver, at any time and from time to time, upon the request of Lessor or of the holder of the Mortgage or the purchaser in foreclosure proceedings, any instrument which may be necessary or appropriate to evidence such attornment. Lessee further waives the provisions of any statute or rule of law now or hereafter in effect which may terminate the Lease or give or purport to give Lessee any right of election to terminate the Lease or to surrender possession of the Project in the event any such proceedings are brought against the Lessor under the Mortgage or the holder of the Mortgage, and agrees that the Lease shall not be affected in any way whatsoever by any such proceedings. If Lessor shall default in the performance of any of the terms, provisions, covenants or conditions under the Mortgage, or fails to pay the amounts due thereunder when due, then immediately upon notice of such default or failure on the part of Lessor, Lessee shall have the right to cure such defaults, and to make such

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payments as are due from Lessor, directly to the holder of the Mortgage, and to the extent such payments are accepted by the holder of the Mortgage to deduct the amounts expended by Lessee to cure such defaults from the next succeeding rental payment or payments due under the Lease, and such deductions shall not constitute a default under this Lease.

8. **Assignment of Lease.** Lessor and Lessee agree that so long as the HUD Mortgage Insurance Contract is in force between HUD and the holder of the Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property the Lease may not be assigned without the consent of HUD.
9. **Full Force and Effect.** The Lease, as amended by this Amendment, shall remain in full force and effect.

NO FURTHER TEXT ON THIS PAGE

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IN WITNESS WHEREOF: All parties have executed this Amendment to Lease Agreement as of the date and year first above written.

**LESSOR:**

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

By: Sigmund Lefkovitz Declaration of Trust  
Its Sole General Partner

By:   
Sigmund Lefkovitz, Trustee

**LESSEE:**

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

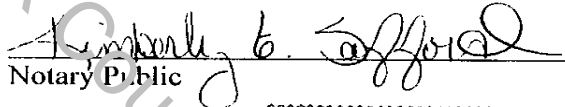
By: \_\_\_\_\_  
Jack Rajchenbach, Secretary

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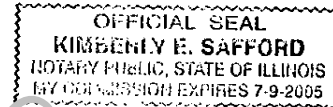
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this ~~27<sup>th</sup>~~ day of January 2002 before me personally came Sigmund Lefkowitz, to me known, who being by me duly sworn, did depose and state that he is the Trustee of the Sigmund Lefkowitz Declaration of Trust, the sole general partner of HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, and did acknowledge that he executed the foregoing instrument as the act and deed of said limited partnership.

  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )



On this     day 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.

\_\_\_\_\_  
Notary Public

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**IN WITNESS WHEREOF:** All parties have executed this Amendment to Lease Agreement as of the date and year first above written.

**LESSOR:**

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

By: Sigmund Lefkovitz Declaration of Trust  
Its Sole General Partner

By: \_\_\_\_\_  
Sigmund Lefkovitz, Trustee

**LESSEE:**

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

By:  \_\_\_\_\_  
Jack Rajchenbach, Secretary

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this      day of January 2002 before me personally came Sigmund Lefkowitz, to me known, who being by me duly sworn, did depose and state that he is the Trustee of the Sigmund Lefkowitz Declaration of Trust, the sole general partner of HILLSIDE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, and did acknowledge that he executed the foregoing instrument as the act and deed of said limited partnership.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this      day 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





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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.