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National Covenant Properties
5101 N. Francisco Avenue
Chicago, IL 60625

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2002-06-03 16:58:15
Cook County Recorder 29.50

WHEN RECORDED MAIL TO:

David G. Erickson
1625 Shermer Road
Northbrook, IL 60062



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FOR RECORDER'S USE ONLY

This Agreement is prepared by: David G. Erickson
1625 Shermer Road
Northbrook, IL 60062

SUBORDINATION, NONDISTURBANCE, CONSENT AND ATTORNMEN AGREEMENT

THIS AGREEMENT, entered into as of this 1 day of April, 2002, by and between **NATIONAL COVENANT PROPERTIES**, an Illinois not for profit corporation, at 5101 North Francisco Avenue, Chicago, Illinois 60625 (the "Mortgagee"), and **SWEDISH COVENANT HOSPITAL**, an Illinois not for profit corporation, at 5145 North California Avenue, Chicago, Illinois 60625 (the "Lessee").

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Whereas, the Lessee has executed a lease agreement with **LIFE CENTER ON THE GREEN, INC.** (the "Lessor") for the Lessee's Cardiac Rehab and Rehab Therapies (OT, PT) at the Galter Life Center, dated Sept 30, 1991 (the "Lease") concerning a part of the parcel of the real property legally described at *Exhibit "A"* (the "Property")

Whereas, According to the terms of the Lease, The Lessor has demised a part of the Property (the "Premises") to the Lessee, for the term and any extended terms and according to the provisions as stated in the Lease;

Whereas, the Mortgagee holds a mortgage on the Property dated April 1, 2002, with **LIFE CENTER ON THE GREEN, INC.** as mortgagor (the "Mortgagor") and encumbering all of the Property;

Whereas, The Mortgagee has or may have rights and interests in and to the Premises as lender, mortgagee, assignee and/or secured party, or otherwise, under said mortgage and/or other instruments. Said recorded documents and such other instruments, if any, are hereinafter collectively called the "Mortgage"; and,

Whereas, the Lessee and the Mortgagee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

Now Therefore, in consideration of the mutual covenants of the parties and other good and valuable consideration, the Mortgagee and the Lessee agree as follows:

1. The Lease shall be recognized by the Mortgagee, its successors and assigns, and all of the rights of the Lessee under the Lease, including, without limitation, Lessee's options to extend the Term of the Lease, shall

remain in full force and effect during the Term and any Extended Terms (as such terms are defined in the Lease).

2. Provided the Lessee is not in default under the Lease (beyond any period given the Lessee in the Lease to cure defaults), then:

a. The Lessee's right to possession of the Premises, and the Lessee's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note or notes secured by the Mortgage. Further, the Lessee shall not be named or joined as a party defendant or otherwise in any foreclosure of the lien of the Mortgage or in any other action or proceeding to foreclose or terminate the interest of the Lessor or enforce the Mortgage or any of the rights under the Mortgage or the note or notes secured by the Mortgage nor in any other way be deprived of its rights under the Lease by the Mortgagee or any person or entity acting by, through or under the Mortgagee. In the event of foreclosure or any enforcement of the Mortgage or any of the rights under the Mortgage or the note or notes secured by the Mortgage, Lessee's rights under the Lease shall expressly survive and the Lease shall in all respects continue in full force and effect.

(b) In the event the Mortgagee or any other person or entity acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. The Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Lessee under the Lease, and Lessee covenants and agrees to attorn to the Mortgagee, or such other person or entity, as the new Lessor, and the Lease shall continue in full force and effect as a direct Lease between the Lessee and the Mortgagee, or such other person or entity, upon all of the terms, covenants, conditions and agreements set forth in the Lease.

3. The Lease shall be subject and subordinate to the lien of the Mortgage.

4. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Lessee agrees to execute and deliver to the Mortgagee, or to any other person or entity to whom the Lessee has hereby agreed to attorn, such other instruments as either shall reasonably request in order to comply with the provisions of this Agreement.

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

6. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, NATIONAL COVENANT PROPERTIES and SWEDISH COVENANT HOSPITAL has hereunto caused this Agreement to be executed this 1 day of April, 2002 by its duly authorized corporate officers.

NATIONAL COVENANT PROPERTIES

By: [Signature]
President

Attest: [Signature]
Asst. Secretary

SWEDISH COVENANT HOSPITAL

By: [Signature]
~~Vice President~~

Attest: [Signature]
Assistant Secretary

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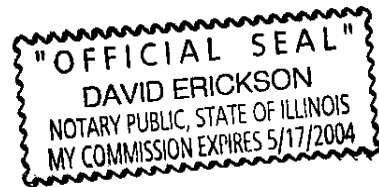
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David W. Johnson and Bill A. Hall President and Secretary of **NATIONAL COVENANT PROPERTIES**, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of April, 2002.

David Erickson
Notary Public

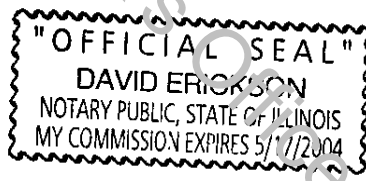


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mark Newton and Philip Mochert Vice President and Assistant Secretary of **SWEDISH COVENANT HOSPITAL**, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of April, 2002.

David Erickson
Notary Public



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EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

(A) THE SOUTH 63 FEET OF THE WEST 137 FEET; (B) THE NORTH 108 FEET OF THE SOUTH 171 FEET OF THE WEST 167 FEET; (C) THE NORTH 19.52 FEET OF THE SOUTH 171 FEET OF THE EAST 59.89 FEET OF THE WEST 284.89 FEET; AND, (D) THE WEST 298.12 FEET (EXCEPT THE SOUTH 171 FEET THEREOF);

ALL BEING OF THAT PART OF BLOCK 1 LYING NORTH OF THE NORTH LINE OF VACATED WINONA STREET, AFORESAID, IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF BLOCK 1 LYING NORTH OF THE NORTH LINE OF VACATED WINONA STREET, IN JACKSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 151.48 FEET NORTH OF VACATED WINONA STREET AND 284.90 FEET EAST OF WEST LINE OF BLOCK 1; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 284.90 FEET OF BLOCK 1, A DISTANCE OF 19.52 FEET TO THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 13.23 FEET TO THE EAST LINE OF THE WEST 298.12 FEET OF BLOCK 1; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 298.12 FEET OF BLOCK 1, A DISTANCE OF 161.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST FOSTER AVENUE; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST FOSTER AVENUE, A DISTANCE OF 27.98 FEET TO THE EAST LINE OF THE WEST 326.12 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 326.12 FEET OF BLOCK 1, A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF THE SOUTH 247.48 FEET NORTH OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 247.48 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 40.88 FEET TO THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 367.00 FEET OF BLOCK 1, A DISTANCE OF 96.00 FEET TO THE NORTH LINE OF THE SOUTH 151.48 FEET NORTH OF VACATED WINONA STREET; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTH 151.48 FEET OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 82.10 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

THAT PART OF BLOCK 1 LYING NORTH OF THE NORTH LINE OF VACATED WINONA STREET, IN JACKSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 151.48 FEET NORTH OF VACATED WINONA STREET AND 225.00 FEET EAST OF THE WEST LINE OF BLOCK 1; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTH 151.48 FEET OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 18.00 FEET; THENCE SOUTHWESTERLY, ALONG A LINE STARTING AT A POINT ON THE EAST LINE OF THE WEST 207.00 FEET OF BLOCK 1 AND 151.48 FEET NORTH OF VACATED WINONA STREET TO A POINT ON THE WEST LINE OF THE EAST 117.40 FEET OF THE WEST 284.90 ALSO BEING THE WEST 167.00 FEET OF BLOCK 1 AND

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111.00 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 56.52 FEET; THENCE NORTH, ALONG THE WEST LINE OF THE EAST 117.40 FEET OF THE WEST 284.90 ALSO BEING THE WEST 167.00 FEET OF BLOCK 1, A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 171.00 FEET NORTH OF VACATED WINONA STREET, A DISTANCE OF 58.00 FEET; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 58.00 FEET OF THE WEST 225.00 FEET OF BLOCK 1, A DISTANCE OF 19.52 FEET TO THE POINT OF BEGINNING.

PIN'S 13-12-306-011

Part of 13-12-306-012

Part of 13-12-306-010

Address of Property: 5157 North Francisco Avenue, Chicago, Illinois 60625

Property of Cook County Clerk's Office