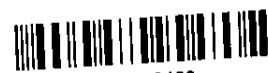


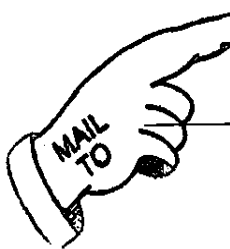
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02-17706



Prepared by and after recordation mail to:

Thomas J. Kelly
Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, Illinois 60601-3224



ATTORNMEN T AND QUIET ENJOYMENT AGREEMENT

THIS ATTORNMEN T AND QUIET ENJOYMENT AGREEMENT made and entered into this 17th day of December, 2002 by and between HCRI Illinois Properties, LLC, an Illinois limited liability company (hereinafter "Lessee"), and Private Bank and Trust Company (hereinafter "Mortgagee").

WITNESSETH:

WHEREAS, by the Restated Lease made as of December 17, 2002 (the "Lease"), Lessee leased from Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated May 1, 2002, and known as Trust No. 1110819 ("Lessor") for a term ending on and expiring on December 31, 2101, the Boiler Building (as defined in the Lease) located at 4550 North Winchester Avenue, Chicago, Illinois, which is legally described as follows:

See Exhibit A, a copy of which is attached hereto and made a part hereof

Property Address: 4550 North Winchester Avenue
Chicago, Illinois 60640

WHEREAS, Mortgagee is the holder of the note, secured by certain mortgage (the "Mortgage") encumbering, among other things, the Boiler Building, dated June 14, 2002 and recorded with the Cook County Recorder of Deeds on July 14, 2002, as Document No. 0020796050.

NOW, THEREFORE, in consideration of the Boiler Building and of ten (\$10) dollars and other good and valuable consideration in hand paid each to the other, the receipt and sufficiency of which is hereby acknowledged, Lessee and Mortgagee agree as follows:

1. Lessee agrees that the Lease shall be subject and subordinate to the lien of the Mortgage and that in the event of a foreclosure of the Mortgage or a conveyance in lieu of foreclosure of the Mortgage, Lessee will continue occupancy of the Boiler Building under the

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terms of the Lease and shall attorn to and recognize the Mortgagee, or any receiver of or purchaser of the Boiler Building, as Lessor.

2. Mortgagee hereby agrees that regardless of any default or breach under the Mortgage or Note secured thereby or any document securing or evidencing such mortgage loan, Lessee's possession shall not be disturbed by Mortgagee or any party claiming under or through such Mortgage and no action will be taken by the Mortgagee under the Mortgage or any assignment of the Lease for security purposes taken in connection with the Mortgage or the note secured thereby, to enforce the rights of the Mortgagee thereunder, which shall disturb or adversely affect any of Lessee's rights under the Lease, provided Lessee shall continue to observe and perform Lessee's obligations under the Lease and pay rent to whomever may be lawfully entitled to the same from time to time, unless and until Lessee is in default and after notice and the expiration of any applicable cure period, under the terms of the Lease, and that the Lease shall continue in full force and effect and Mortgagee, its successors or assigns, or any other party acquiring the Boiler Building upon foreclosure sale (the "Foreclosure Purchaser"), as the case may be, shall automatically recognize the Lease and the Lessee's rights thereunder and will thereby establish direct privity of estate and contract as between Mortgagee, its successors or assigns or the Foreclosure Purchaser, its successors or assigns, as the case may be, and Lessee, its successors, or assigns, with the same force and effect as though the Lease were originally directly from Mortgagee, its successors or assigns, or the Foreclosure Purchaser, its successors or assigns, in favor of Lessee, its successors or assigns.

3. Mortgagee's recognition of Lessee's Lease under the terms of this Agreement shall not in itself be deemed an acknowledgment by Mortgagee of the validity of any claims of Lessee existing at the time of such recognition.

SIGNATURE PAGE FOLLOWS

UNOFFICIAL COPY

0021432123

Mortgagee:

Lessee:

Private Bank and Trust Company

HCRI Illinois Properties, LLC

By: 

By: Health Care REIT, Inc., a Delaware limited liability company, its sole member

Name: _____

Title: _____

By: _____

Name: _____

Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0021432123

GIVEN under my hand and notarial seal, this 17th day of December, 2002.


Notary Public

My Commission Expires: _____



JULIA STEINGASS
Notary Public, State of Ohio
My Commission Expires 8-13-05

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0021432123

STATE OF Illinois)
)
COUNTY OF Cook) SS

I, Marianne Platt, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Wagner the _____ of Private Bank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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 act of Private Bank and Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17 day of Dec., 2002.



Marianne Platt
Notary Public

My Commission Expires: _____

STATE OF OHIO)
)
COUNTY OF _____) SS

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ the _____ of Health Care REIT, Inc., a Delaware corporation, the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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 act of the corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY 0021432123

EXHIBIT A

Legal Description of Boiler Building

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0021432123

Legal Description of "Boiler Building" Area

That part of Lots 20, 21, 22 and 23 Block 14 in Ravenswood being a Subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at the Southeast corner of Lot 3 of Samuel Brown Jr.'s Subdivision of Lots 13 and 14 in Block 14 in Ravenswood, aforesaid being also a point on the West line of a 20 foot public alley; thence North $00^{\circ}07'32''$ West along the West line of said 20 foot public alley, 403.21 feet; thence North $89^{\circ}58'54''$ West 49.98 feet to the point of beginning; thence North $89^{\circ}58'54''$ West 48.00 feet; thence South $00^{\circ}01'06''$ West 50.18 feet; thence North $89^{\circ}58'54''$ West 15.95 feet; thence North $00^{\circ}01'06''$ East 9.48 feet; thence North $89^{\circ}58'54''$ West 2.00 feet; thence North $00^{\circ}01'06''$ East 5.71 feet; thence South $89^{\circ}58'54''$ East 2.00 feet; thence North $00^{\circ}01'06''$ East 18.99 feet; thence North $89^{\circ}58'54''$ West 2.00 feet; thence North $00^{\circ}01'06''$ East 4.69 feet; thence South $89^{\circ}58'54''$ East 2.00 feet; thence North $00^{\circ}01'06''$ East 5.48 feet; thence North $89^{\circ}58'54''$ West 2.50 feet; thence North $00^{\circ}01'06''$ East 14.37 feet; thence South $89^{\circ}58'54''$ East 7.13 feet; thence North $00^{\circ}01'06''$ East 7.85 feet; thence South $89^{\circ}58'54''$ East 2.51 feet; thence North $00^{\circ}01'06''$ East 35.02 feet; thence North $89^{\circ}58'54''$ West 0.85 feet; thence North $00^{\circ}01'06''$ East 46.65 feet; thence South $89^{\circ}58'54''$ East 0.90 feet; thence North $00^{\circ}01'06''$ East 10.29 feet; thence South $89^{\circ}58'54''$ East 2.65 feet; thence North $00^{\circ}01'06''$ East 5.66 feet; thence South $89^{\circ}58'54''$ East 23.26 feet; thence South $00^{\circ}01'06''$ West 0.15 feet; thence South $89^{\circ}58'54''$ East 8.16 feet; thence South $00^{\circ}01'06''$ West 15.73 feet; thence South $89^{\circ}58'54''$ East 0.82 feet; thence South $00^{\circ}01'06''$ West 25.04 feet; thence North $89^{\circ}52'13''$ East 70.77 feet; thence South $00^{\circ}07'47''$ East 71.49 feet; thence North $89^{\circ}46'19''$ West 48.92 feet; thence South $00^{\circ}01'06''$ West 1.75 feet to the point of beginning, in Cook County, Illinois.

P.I.N. Nos.: 14-18-213-001
14-18-213-002