



Doc#: 0603018114 Fee: \$46.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 01/30/2006 04:41 PM Pg: 1 of 12

3 This Instrument prepared by,
 And after Recording Return to:

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

211232

FIRST AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES

THIS FIRST AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES for THE RENAISSANCE AT BEVERLY (hereinafter referred to as the "First Amendment to Regulatory Agreement Nursing Homes") is made as January 1, 2006, by and between THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation (formerly known as THE RENAISSANCE AT BEVERLY, INC., an Illinois corporation), and is hereinafter referred to as the "Lessee", whose address is 6633 North Lincoln Avenue, Lincolnwood, Illinois 60645, and the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner having an office and place of business at 451 7th Street SW, Washington, DC 20410 (hereinafter referred to as the "Secretary" or "Commissioner").

RECITALS

WHEREAS, THE RENAISSANCE AT BEVERLY, INC., an Illinois corporation (now known as THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation), and the Commissioner entered into a certain Regulatory Agreement Nursing Homes dated as of August 24, 2000, which was filed for record on August 30, 2000, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 00672386 (hereinafter referred to as the "Regulatory Agreement Nursing Homes");

WHEREAS, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000 (hereinafter referred to as the "Trust" of which Trust THE RENAISSANCE AT BEVERLY, L.P., an Illinois limited partnership, is the Sole Beneficiary and is hereinafter referred to as the "Beneficiary"), AS AMENDED, AND KNOWN AS TRUST NO. 123079 (hereinafter referred to as the "Mortgagor" or "Lessor", has entered into with CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation (hereinafter referred to as the "Mortgagee"), a Mortgage Note (hereinafter referred to as the "Note") dated as of January 1, 2006, in the principal amount of NINE MILLION FIVE HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$9,580,500.00, and hereinafter referred to as the "Mortgage Loan") secured by a Mortgage of even date therewith (hereinafter referred to as the "Mortgage") by and between Mortgagor and Mortgagee which is to be filed for record simultaneously with the recording of this First Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, Mortgagor, Beneficiary and the Secretary have entered into a Regulatory Agreement for Multifamily Housing Projects (hereinafter referred to as the "Regulatory Agreement") dated as of January 1, 2006, which is to be filed for record simultaneously with this First Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the Mortgage Loan is to be insured by the Commissioner in accordance with the terms and conditions of a certain U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIRM COMMITMENT Section 232 Pursuant to Section 223(a)(7) dated January 4, 2006, as amended, for THE RENAISSANCE AT 87th STREET (hereinafter referred to as the "Facility"), and which is identified among the records of the Federal Housing Administration (hereinafter referred to as the "FHA") as FHA Project No. 071-43201.

Box 430

12

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WHEREAS, the Parties hereto desire to amend the Regulatory Agreement Nursing Homes in order: a) that it pertain to the Mortgage Loan; and b) that it include certain additional provisions required by FHA.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Mortgagee to make the Mortgage Loan and the Commissioner to insure said Mortgage Loan, it is hereby declared, understood and agreed as follows:

1. The Federal Housing Administration Project Numbers to which the Regulatory Agreement Nursing Homes applies is:

Mortgage Loan - FHA Project No.: 071-43201

2. The amount of the Mortgage evidencing the Mortgage Loan is:

Mortgage Loan: \$9,580,500.00

3. The date of the Mortgage Note evidencing the Mortgage Loan is as follows:

Mortgage Loan - Mortgage Note dated as of: January 1, 2006

4. The name of the Mortgagor for the Mortgage Loan is:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000, AS AMENDED, AND KNOWN AS TRUST NO. 123079.

5. Paragraph 5 of the Regulatory Agreement Nursing Homes is amended to read as follows:

“(a) 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; and (b) The Mortgagor and/or Lessee and/or Operator and/or Management Agent, as applicable, shall maintain the requisite level of professional liability insurance as determined by the Commissioner. Annually, the Mortgagor shall ensure that the Lessee/Operator/ Management Agency, as applicable, provides to HUD a certification of compliance with HUD’s professional liability insurance requirements.”

6. The date of the Regulatory Agreement for Multifamily Housing Projects (“Regulatory Agreement”), which is to appear in Paragraph 9 of the Regulatory Agreement Nursing Homes is:

Mortgage Loan - Regulatory Agreement dated as of: January 1, 2006

7. The Regulatory Agreement has also been signed by the Beneficiary.
8. The following Provision is added to the Regulatory Agreement Nursing Homes as Paragraphs 16 as is required by HUD:

(16) Lessee and all of its successors and assigns and all future Lessees and Sublessees, if any, must execute a Regulatory Agreement Nursing Homes in the form prescribed by the Commissioner.

9. A copy of the Third Amendment to Lease is attached hereto and made a part hereof.

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10. The Regulatory Agreement Nursing Homes, as amended by this Third Amendment to Regulatory Agreement Nursing Homes, shall remain in full force and effect so long as the Mortgage Loan is insured or held by the Commissioner and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the Mortgage Loan, or during any time the Commissioner is obligated to insure a Mortgage on the mortgaged property.

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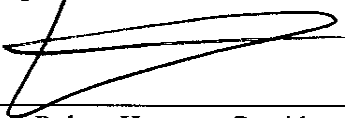
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A large, complex handwritten signature in black ink, consisting of multiple overlapping loops and flourishes, is written across the center of the page. The signature is partially obscured by a diagonal watermark.

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IN WITNESS WHEREOF, the Parties have executed this Amendment to Regulatory Agreement Nursing Homes as of the date and year hereinabove first written.

**THE RENAISSANCE AT 87th STREET, INC.,
an Illinois corporation**


By: 
Robert Hartman, President

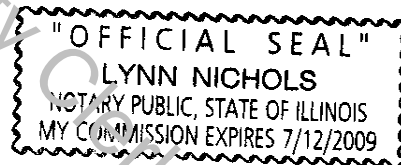
STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 31st day of January 2006, before me personally came Robert Hartman, to me known, who being by me duly sworn, did depose and state that he is the President of THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation, and did acknowledge that he executed the foregoing instrument as the free act and deed of said corporation.


Notary Public



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SECRETARY OF HOUSING AND URBAN DEVELOPMENT
acting by and through the Federal Housing Commissioner

By: *Mary Anderson*
_____, Authorized Agent

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30 day of January 2006 before me appeared Mary Anderson who, being duly sworn, did say that he is the duly appointed Authorized Agent and the person who executed the foregoing instrument by virtue of the authority vested in him and acknowledged the same to be his free and voluntary act and deed as Authorized Agent for and on behalf of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT.

IN TESTIMONY HEREOF, I have hereunto set my hand on the day and year last above written.

Sharon A. King

Notary Public



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EXHIBIT "A"

**LEGAL DESCRIPTION
FOR THE RENAISSANCE AT 87th STREET
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-43201**

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN WILBERT L. SIEVERS SUBDIVISION OF THE WEST 15 ACRES OF THE EAST 35 ACRES OF THE SOUTH 60 ACRES OF THE SOUTHWEST QUARTER OF SECTION 36 (EXCEPT ALL THAT PART OF SAID WEST 15 ACRES WHICH LIES WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36) ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MARCH 16, 1953 AS DOCUMENT 15568363 IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 19-36-322-011, vol. 412

Affects: Lot 1

PERMANENT REAL ESTATE INDEX NO. 19-36-322-012, vol. 412

Affects: Lot 2

PERMANENT REAL ESTATE INDEX NO. 19-36-322-013, vol. 412

Affects: Lot 3

PERMANENT REAL ESTATE INDEX NO. 19-36-322-014, vol. 412

Affects: Lot 4

PERMANENT REAL ESTATE INDEX NO. 19-36-322-015, vol. 412

Affects: Lot 5

PERMANENT REAL ESTATE INDEX NO. 19-36-322-016, vol. 412

Affects: Lot 6

PERMANENT REAL ESTATE INDEX NO. 19-36-322-017, vol. 412

Affects: Lot 7

PERMANENT REAL ESTATE INDEX NO. 19-36-322-018, vol. 412

Affects: Lot 8

PROPERTY ADDRESS: 8653 South Sacramento, City of Chicago, County of Cook, State of Illinois 60652.

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE for THE RENAISSANCE AT 87th STREET (hereinafter referred to as the "Third Amendment to Lease"), located at 8653 South Sacramento, City of Chicago, County of Cook, State of Illinois 60652 (hereinafter referred to as the "Premises" or "Facility"), is made as January 1, 2006, by and between CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000 (hereinafter referred to as the "Trust", of which Trust THE RENAISSANCE AT BEVERLY, L.P., an Illinois limited partnership is the Sole Beneficiary and is hereinafter referred to as the "Beneficiary"), AS AMENDED, AND KNOWN AS TRUST NO. 123079, whose address is 181 West Madison Street, 17th Floor, Chicago, Illinois 60602 (hereinafter referred to as the "Lessor" or "Mortgagor"), and THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation (formerly known as THE RENAISSANCE AT BEVERLY, INC., an Illinois corporation), whose address is 6633 North Lincoln Avenue, Lincolnwood, Illinois 60645 (hereinafter referred to as the "Lessee").

RECITALS

1. Lease dated as of March 30, 1998 (hereinafter referred to as the "Lease"), for the property commonly known as THE RENAISSANCE AT 87th STREET, located at 8653 South Sacramento, City of Chicago, County of Cook, State of Illinois 60652, and legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"), by and between THE RENAISSANCE AT BEVERLY, L.P., an Illinois limited partnership (hereinafter referred to as the "Original Lessor"), and THE RENAISSANCE AT BEVERLY, INC., an Illinois corporation (hereinafter referred to as the "Lessee" and now known as "THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation"). The Lease was amended in accordance with the terms and conditions of a certain First Amendment to Lease dated as of May 13, 1999, by and between the Original Lessor and the Lessee (hereinafter referred to as the "First Amendment to Lease").

The Lease, as amended by the First Amendment to Lease was then amended in accordance with the terms and conditions of a Second Amendment to Nursing Home Lease dated as of August 24, 2000, by and between LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000, AS AMENDED, AND KNOWN AS TRUST NO. 123079 (now known as CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000, AS AMENDED, AND KNOWN AS TRUST NO. 123079, and hereinafter referred to as the "Successor Lessor"), the Original Lessor and the Lessee (hereinafter referred to as the "Second Amendment to Lease").

The Lease, as amended by the First Amendment to Lease and the Second Amendment to Lease was then further amended in accordance with the terms and conditions of a Third Amendment to Nursing Home Lease dated January 1, 2006, by and between Successor Lessor, and the Lessee (hereinafter referred to as the "Third Amendment to Lease"). The Lease, the First Amendment to Lease, the Second Amendment to Lease and the Third Amendment to Lease being hereinafter collectively referred to as the "Lease Agreement"

2. Beneficiary has applied for a mortgage 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 by and through the Federal Housing Commissioner (hereinafter referred to as "HUD"), and is to be secured by a Mortgage dated as of January 1, 2006 (hereinafter referred to as the "Mortgage"), which is to be secured by a Mortgage Note dated as of January 1, 2006 (hereinafter referred to as the "Mortgage Note"), on the premises in the amount of NINE MILLION FIVE HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$9,580,500.00, and hereinafter referred to as the "Mortgage Loan") from the Mortgagor to the Mortgagee. The Mortgagor and/or the Beneficiary is required to execute the Mortgage Note, the Mortgage, the Regulatory Agreement for Multifamily Housing Projects by and between Mortgagor, Beneficiary and HUD, and such other documents required by HUD in connection with said Mortgage Loan (hereinafter collectively referred to as the "HUD Loan Documents") in order to obtain the Mortgage Loan.

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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 the Lease Agreement, as amended by this Third Amendment to Lease, to the Mortgage from the Mortgagor for the benefit of the Mortgagee, which is to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Recorder's Office"), and which is to be secured by the Mortgage Note, from the Mortgagor to the Mortgagee.
4. Lessor and Lessee also desire to amend the Lease Agreement in order to incorporate certain provisions of the HUD Loan Documents, and to amend the Lease Agreement on the terms and conditions set forth in this Third Amendment to Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals set forth above, which by this reference are made a part of this Third Amendment to Lease, 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 Third Amendment to Lease, unless a contrary intention is expressed herein shall have the same meanings as in the Lease Agreement.

2. **Rent.** Article IV Rent Article of the Lease Agreement is amended by adding the following provisions Paragraph a) and c):

"3D. But in no event shall the base rent in any year be less than an amount sufficient to pay all mortgage payments and all escrow payments, including but not limited to:

And to take care of necessary maintenance required to be performed by Lessor."

"There shall be a special Lease Payment on February 1, 2006, in the amount of \$32,519.56, in addition to any other amounts due pursuant to the Lease, with respect to the Mortgage Loan;

The Base Monthly Rent commencing March 1, 2006, with respect to the Mortgage Loan, shall in no event be less than \$91,224.74, payable in advance on the first day of each month. In no event shall said Base Monthly Rent, with respect to the Mortgage Loan, be less than an amount sufficient to pay: a) such payments required and described under the Mortgage, including payments for principal, interest, Federal Housing Administration Mortgage Insurance Premium, deposits to the reserve for replacements, if required, real estate taxes, and property insurance; and b) any other payments required by HUD pursuant to the HUD Loan Documents. The amount of each such monthly payments or deposits shall be in accordance with the HUD Loan Documents."

3. **The Lease is amended by adding "Article XIV - HUD LOAN OBLIGATIONS AND REQUIREMENTS."**

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

- 24.1 The Premises are subject to a certain Regulatory Agreement for Multifamily Housing Projects dated as of January 1, 2006, by and between the Mortgagor, the Beneficiary and HUD (hereinafter referred to as the "Regulatory Agreement"), and the Mortgage, to the extent that any provisions of the Lease Agreement, as amended by this Third Amendment to Lease, conflict or are inconsistent with such Regulatory Agreement or the Mortgage, such Regulatory Agreement and Mortgage, as the case may be, shall control.
- 24.2 The Premises are also subject to a Regulatory Agreement Nursing Homes dated as of August 24, 2000, by and between the Lessee and HUD, which was filed for record on August 30, 2000, in the Recorder's Office as Document No. 00672386; which Regulatory Agreement Nursing Homes was amended in accordance with the terms and conditions of a Third Amendment to Regulatory Agreement Nursing Homes dated as of January 1, 2006, by and between the Lessee and HUD, which is to be filed for record in the Recorder's Office (hereinafter referred to as the "Regulatory Agreement Nursing Homes"), to the extent that any provisions of the Lease Agreement, as amended by this Third Amendment to Lease, conflict or are inconsistent with such Regulatory Agreement Nursing Homes, such Regulatory Agreement Nursing Homes shall control.

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- 24.3 The Lessor hereby agrees that the Lessor is subject to the restrictions on the use of surplus cash as defined in the Regulatory Agreement described in Paragraphs 24.1 above.
- 24.4 Lessee and Lessor hereby agree and acknowledge that the Lease Agreement, as amended by this Third Amendment to Lease, is in all respects subject to and subordinate to any and all documents and agreements executed, including but not limited to the Mortgage Note, the Mortgage and the Regulatory Agreement with respect to FHA Project No. 071-43201, all dated as of January 1, 2006; as well as the National Housing Act and the 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 HUD shall be the owner, holder or reinsurer of the mortgage, or during any time HUD 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 Agreement, as amended by this Third Amendment to Lease.
- 24.5 Lessee shall maintain in good repair and condition the Facility.
- 24.6 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 Facility without the prior written consent of HUD.
- 24.7 Lessee shall not assign, pledge or mortgage its interest under this Lease Agreement, as amended by this Third Amendment to Lease, or sublease the Facility or any part thereof, without in each instance the prior written consent of HUD.
- 24.8 No change in or transfer of the ownership of Lessee or the management, operation or control of the Facility shall be made without the prior written approval of HUD.
- 24.9 Lessee shall comply with, and take all actions necessary to cause the Facility to comply with, all applicable licensure requirements and standards. Lessee shall maintain licensure from the State of Illinois and all Medicare and Medicaid provider agreements for Medicaid and Medicare which are material to Lessee's operations. Lessee shall furnish a copy of the provider agreements to Lessor and HUD.
- 24.10 Lessee shall submit to HUD any financial statements required pursuant to the Regulatory Agreement Nursing Homes. Such financial statements shall comply with HUD's requirements. In addition, Lessee shall permit HUD to inspect its books and records as may be required by HUD.
- 24.11 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 Facility, without in each instance the prior written consent of HUD.
- 24.12 This Lease Agreement, as amended by this Third Amendment to Lease, may be terminated by HUD upon thirty days written notice from the Secretary to Lessee and Lessor for a violation of any of the HUD required provisions unless the violation is corrected to the satisfaction of the Secretary within said thirty day period.
- 24.13 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 Agreement, as amended by this Third Amendment to 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 Agreement, as amended by this Third Amendment to Lease, or give or purport to give Lessee any right of election to terminate the Lease Agreement, as amended by this Third Amendment to Lease, or to surrender possession of the Facility 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 Agreement, as amended by this Third Amendment to 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,

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Lessee shall have the right to cure such defaults, and to make such payments as are due from Lessor, directly to the holder of the Mortgage.

- 24.14 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 HUD shall be the owner, holder or reinsurer of the mortgage, or during any time HUD is obligated to insure a mortgage on the mortgaged property the Lease Agreement, as amended by this Third Amendment to Lease, may not be assigned without the prior written consent of HUD.
- 24.15 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 HUD shall be the owner, holder or reinsurer of the Mortgage, or during any time HUD is obligated to insure a mortgage on the mortgaged property, any purchase of the Facility shall be subject to HUD prior written approval, and shall be in accordance with acceptable HUD rules and regulations.
- 24.16 During the term of the Lease Agreement, as amended by this Third Amendment to Lease, the Demised Premises shall be used and occupied by Lessee solely for and as a health care facility.
- 24.17 Lessee agrees for itself and all of its successors and assigns and all future Lessees and Sublessees, if any, to execute a Regulatory Agreement Nursing Homes in the form prescribed by HUD.
- 24.18 The Lessor and the Lessee agree that failure to disclose a lease arrangement or identity of interest between the Lessor and the Lessee are grounds for HUD sanctions.

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 health care facility.

Full Force and Effect. The Lease Agreement, except as amended by this Third Amendment to Lease, shall remain in full force and effect.

Counterparts. This Third Amendment to Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signors had signed a single signature page.

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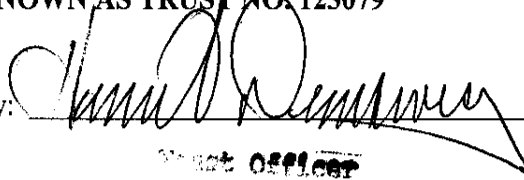
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IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment to Lease as of the date and year first above written.

LESSOR:


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

**CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO LASALLE BANK
NATIONAL ASSOCIATION, NOT PERSONALLY, BUT
SOLELY AS TRUSTEE UNDER TRUST AGREEMENT
DATED AS OF MARCH 1, 2000, AS AMENDED, AND
KNOWN AS TRUST NO. 123079**

By: 
Trust Officer

LESSEE:

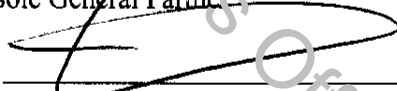
**THE RENAISSANCE AT 87th STREET, INC.,
an Illinois corporation**

By: 
Robert Hartman, President

BENEFICIARY:

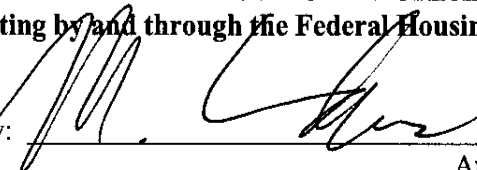
**THE RENAISSANCE AT BEVERLY, L.P.,
an Illinois limited partnership**

By: THE RENAISSANCE AT BEVERLY, L.L.C.,
an Illinois limited liability company,
Its Sole General Partner

By: 
Robert Hartman, Sole Member/Manager

APPROVED BY:

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT
acting by and through the Federal Housing Commissioner**

By: 
, Authorized Agent

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**EXCULPATORY PROVISIONS
FOR THE RENAISSANCE AT 87th STREET
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-43201**

This document is executed by CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF MARCH 1, 2000, AS AMENDED, AND KNOWN AS TRUST NO. 123079, 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 any 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 Agreement (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 Project coming into its hand, which by the Regulatory Agreement Housing for Multifamily Housing Projects, it is not entitled to retain.

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