

# UNOFFICIAL COPY

This Instrument prepared by,  
And after Recording Return to:

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



Doc#: 0603018117 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/30/2006 04:44 PM Pg: 1 of 7

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## MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (hereinafter referred to as "Memorandum of Lease") is made as of 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" or "Original Lessor"), AS AMENDED, AND KNOWN AS TRUST NO. 123079 (hereinafter referred to as "Lessor"), having an office at 181 West Madison Street, 17<sup>th</sup> Floor, Chicago, Illinois 60602, and THE RENAISSANCE AT 87th STREET, INC., an Illinois corporation (formerly known as THE RENAISSANCE AT BEVERLY, INC., an Illinois corporation and hereinafter referred to as "Lessee"), having an office at 6633 North Lincoln Avenue, Lincolnwood, Illinois 60645.

## RECITALS

**WHEREAS**, the Original Lessor and the Lessee entered into a certain 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".

Box 430

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**WHEREAS**, the Lease Agreement covers the Leased Premises, which is improved with a health care facility (hereinafter referred to as the "Facility"), together with Lessor's and/or Beneficiary's easements and appurtenants in adjoining and adjacent land, highways, roads, streets, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to and from abutting highways for the use, and benefit of the Leased Premises, and the Facility;

**WHEREAS**, Lessor, Beneficiary and Lessee desire to record notice of the Lease Agreement in the public records of Cook County, Illinois.

**NOW THEREFORE**, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Pursuant to the Lease Agreement, Lessor leased the Facility to Lessee and Lessee leased the Facility from Lessor, subject to the terms, covenants and conditions contained therein.
2. **Expiration Date.** The term of the Lease (hereinafter referred to as "Term") commenced on July 1, 1999, and shall expire on June 30, 2019, unless sooner terminated or extended as provided in the Lease Agreement.
3. **Counterparts.** This Memorandum of 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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# UNOFFICIAL COPY

**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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**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

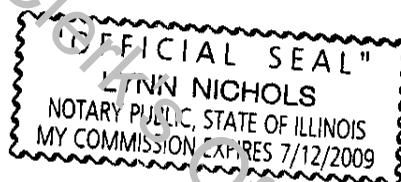
STATE OF ILLINOIS

COUNTY OF COOK

)  
) SS:  
)

On this 31<sup>st</sup> 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 Sole Member and Sole Manager of THE RENAISSANCE AT BEVERLY, L.L.C., an Illinois limited liability company, the Sole General Partner of THE RENAISSANCE AT BEVERLY, L.P., an Illinois limited partnership, and did acknowledge that he executed the foregoing instrument as the act and deed of said limited partnership.

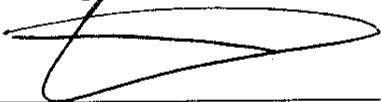
Lyne A. Nichols  
Notary Public



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LESSEE:

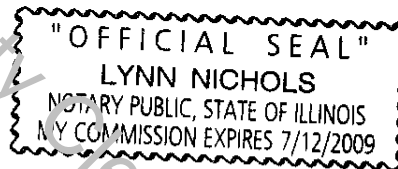
**THE RENAISSANCE AT 87th STREET, INC.,  
an Illinois corporation**

By:   
Robert Hartman, President

STATE OF ILLINOIS     )  
                                  ) SS:  
COUNTY OF COOK     )

On this 31<sup>st</sup> 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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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.