

# 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#: 0630445022 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/31/2006 10:52 AM Pg: 1 of 14

211388

(5)

## AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES

**THIS AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES** for BRIDGEVIEW HEALTH CARE CENTER (hereinafter referred to as the "Amendment to Regulatory Agreement Nursing Homes") is made as of October 1, 2006, by and between BRIDGEVIEW HEALTH CARE CENTER, LTD., an Illinois corporation (hereinafter referred to as the "Lessee"), whose address is c/o Dynamic Healthcare Consultants, 3359 West Main Street, Skokie, Illinois 60076, 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**, Lessee and the Commissioner entered into a certain Regulatory Agreement Nursing Homes dated as of June 11, 2001, which was filed for record on June 13, 2001, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0010512769 (hereinafter referred to as the "Regulatory Agreement Nursing Homes");

**WHEREAS**, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER AMENDED AND RESTATED TRUST AGREEMENT DATED AS OF MAY 1, 2001 (hereinafter referred to as the "Trust", of which Trust BRIDGEVIEW ASSOCIATES, L.L.C., an Illinois limited liability company, is the Sole Beneficiary, and is hereinafter referred to as the "Beneficiary"), AS AMENDED, AND KNOWN AS TRUST NO. RV-011346 (hereinafter referred to as the "Second Successor Lessor" or the "Mortgagor") 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 October 1, 2006, in the principal amount of FIVE MILLION SEVEN HUNDRED TWENTY TWO THOUSAND AND NO/100 DOLLARS (\$5,722,000.00, 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 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 October 1, 2006, which is to be filed for record simultaneously with this 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 September 19, 2006, as amended, and which Mortgage Loan is identified among the records of the Federal Housing Administration (hereinafter referred to as the "FHA") as FHA Project No. 071-22093.

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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, which is identified as FHA Project No. 071-22093; 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 Number to which the Regulatory Agreement Nursing Homes applies is:  
Mortgage Loan - FHA Project No.: 071-22093

2. The amount of the Note evidencing the Mortgage Loan, is as follows:

Mortgage Loan: \$5,722,000.00

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

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

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

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER AMENDED AND RESTATED TRUST AGREEMENT DATED AS OF MAY 1, 2001, AS AMENDED, AND KNOWN AS TRUST NO. RV-011346

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: October 1, 2006

7. The Regulatory Agreement for Multifamily Housing Projects described in Paragraph 9 of the Regulatory Agreement Nursing Homes has also been executed by the Beneficiary.

8. The following Provision is added to the Regulatory Agreement Nursing Homes as Paragraphs 16 and 17 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.

(17) Lessee agrees to and shall submit annual financial statements to the Real Estate Assessment Center of the Department of Housing and Urban Development (“HUD”) within sixty (60) days after the close of the fiscal year of the Project or to such other department of HUD or within such other time period as may be prescribed in writing by HUD.

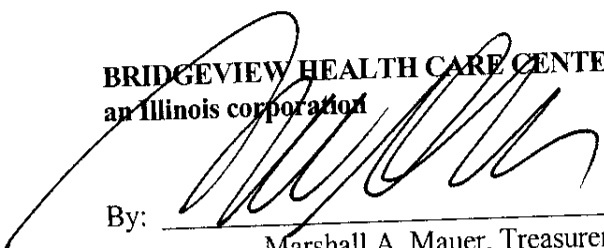
9. A copy of the Second Amendment to Lease is attached hereto and made a part hereof.

10. The Regulatory Agreement Nursing Homes, as amended by this Amendment to Regulatory Agreement Nursing Homes, shall remain in full force and effect so long as the Mortgage Loan for FHA Project No. 071-22093 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 identified as FHA Project No. 071-22093, or during any time the Commissioner is obligated to insure a Mortgage on the mortgaged property.

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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.

**BRIDGEVIEW HEALTH CARE CENTER, LTD.,**  
an Illinois corporation

By:   
Marshall A. Mauer, Treasurer

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

On this 15th day of October 2006 before me personally came Marshall A. Mauer, to me known, who being by me duly sworn, did depose and state that he is the Treasurer of BRIDGEVIEW HEALTH CARE CENTER, LTD., 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: [Signature], Authorized Agent

STATE OF ILLINOIS       )  
  ) SS:  
COUNTY OF COOK        )

On this 31 day of October 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.

[Signature: Sharon A. King]  
Notary Public



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EXHIBIT "A"

**LEGAL DESCRIPTION  
FOR BRIDGEVIEW HEALTH CARE CENTER  
FEDERAL HOUSING ADMINISTRATION  
PROJECT NO. 071-22093**

PARCEL 1:

LOT 2 IN SOUTHWEST MEDI-VENTURE SUBDIVISION A RESUBDIVISION OF (EXCEPT HARLEM AVENUE) THE NORTH 356.99 FEET OF LOT L IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35299 TO RUTH E. JENSEN DATED JUNE 10, 1968 AND RECORDED AS DOCUMENT 20626202 FOR THE PURPOSE OF MAINTAINING THEREIN UTILITIES OF EVERY KIND, CHARACTER OR NATURE FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 16.0 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 IN CERMAK'S HARLEM AND 80<sup>TH</sup> STREET SUBDIVISION OF LOT "H" IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP LYING ENTIRELY WITHIN THE NORTH 356.99 FEET OF LOT "L" IN SUPERIOR COURT COMMISSIONER'S PARTITION AFORESAID EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE SOUTH 280.0 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 18-36-214-061, Vol. 085


COMMON ADDRESS: 8100 South Harlem Avenue, City of Bridgeview, County of Cook, State of Illinois 60455.

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EXHIBIT "B"

## SECOND AMENDMENT TO LEASE

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A large, thick, black scribble consisting of several overlapping, curved lines that obscures the text of the document. The scribble starts near the top center and extends downwards and outwards to the right.

**UNOFFICIAL COPY****SECOND AMENDMENT TO LEASE**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** of BRIDGEVIEW HEALTH CARE CENTER (hereinafter referred to as the "Second Amendment to Lease"), is made as of October 1, 2006, by and between CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER AMENDED AND RESTATED TRUST AGREEMENT DATED AS OF MAY 1, 2001 (hereinafter referred to as the "Trust", of which Trust BRIDGEVIEW ASSOCIATES, L.L.C., an Illinois limited liability company, is the Sole Beneficiary, and is hereinafter referred to as the "Beneficiary"), AS AMENDED, AND KNOWN AS TRUST NO. RV-011346 (hereinafter referred to as the "Second Successor Lessor" or "Mortgagor"), whose address is 181 West Madison Street, 17th Floor, Chicago, Illinois 60602, and BRIDGEVIEW HEALTH CARE CENTER, LTD., an Illinois corporation (hereinafter referred to as the "Lessee"), whose address is c/o Dynamic Healthcare Consultants, 3359 West Main Street, Skokie, Illinois 60076.

**RECITALS**

1. Lease dated as of June 30, 1995 (hereinafter referred to as the "Lease"), for the property commonly known as BRIDGEVIEW HEALTH CARE CENTER, located at 8100 South Harlem Avenue, City of Bridgeview, County of Cook, State of Illinois 60455, and legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"), by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD (hereinafter referred to as the "Lessor"), NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF AUGUST 14, 1991, AND KNOWN AS TRUST NO. RV-011346 (hereinafter referred to as the "Trust"), BRIDGEVIEW ASSOCIATES, L.L.C., an Illinois limited liability company, the Sole Beneficiary of the Trust (hereinafter referred to as the "Beneficiary"), and BRIDGEVIEW HEALTH CARE CENTER, LTD., an Illinois corporation (hereinafter referred to as the "Lessee"), which Lease was amended in accordance with the terms and conditions of a First Amendment to Lease dated as of June 11, 2001, by and between LASALLE BANK NATIONAL ASSOCIATION (hereinafter referred to as the "Successor Lessor"), NOT PERSONALLY, BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE UNDER AMENDED AND RESTATED TRUST AGREEMENT DATED AS OF MAY 1, 2001, AND KNOWN AS TRUST NO. RV-011346, the Beneficiary and the Lessee (hereinafter called the "First Amendment to Lease"). The Lease and the First Amendment to Lease are hereinafter collectively referred to as the "Lease Agreement".
2. Beneficiary 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 by and through the Federal Housing Commissioner (hereinafter referred to as the "Secretary" or "HUD"), and is to be secured by a Mortgage dated as of October 1, 2006 (hereinafter referred to as the "Mortgage"), which is to be secured by a Credit Instrument dated as of October 1, 2006 (hereinafter referred to as the "Mortgage Note"), on the premises in the amount of \$5,722,000.00 (hereinafter referred to as the "Mortgage Loan") from the Mortgagor to the Mortgagee. The Mortgagor is required to execute a Mortgage Note, Mortgage, 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 such Mortgage Loan.
3. Second Successor Lessor and Lessee acknowledge that it is a condition precedent to obtaining the insurance of the Mortgage Loan by HUD that Second Successor Lessor and Lessee subordinate their Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, to the Mortgage from 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 Mortgagor to Mortgagee.
4. Second Successor Lessor and Lessee also desire to amend the Lease, as amended by the First Amendment to Lease and this Second Amendment to 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 the First Amendment to Lease and this Second Amendment to Lease.

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AGREEMENTS

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

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

2. **Term.** The Term Article of the Lease is amended to read as follows:

The Term of this Lease shall commence on the 1<sup>st</sup> day of July 1995 and shall end November 1, 2041 unless sooner terminated or extended as provided in the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease.

3. **Article 4.5 of the First Amendment to Lease** is amended to read as follows:

(a) "There shall be a Special Lease Payment on November 1, 2006, in the amount of \$18,762.37, in addition to any other amounts due pursuant to the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease with respect to the Mortgage Loan;

(b) "4.5 Notwithstanding any provision contained herein to the contrary, Lessee shall be obligated to pay and shall pay to Lessor commencing on December 1, 2006 and on the first (1<sup>st</sup>) day of each month thereafter for so long as the Premises is subject to any mortgage loan insured or held by HUD, an amount ("HUD Rent") which is the greater of (i) Base Rent plus any Additional Rent due and payable hereunder and (ii) a sum equal to no less than \$49,812.19 which at all times and in such amounts shall be sufficient to pay the following monthly obligations of Second Successor Lessor to the Mortgagee, and its successors and assigns as holder of Federal Housing Administration ("FHA") FHA Project No. 071-22093:

- (i) Mortgage Payment of Principal and Interest
- (ii) Mortgage Insurance Premium Escrow;
- (iii) Deposit to Replacement Reserve;
- (iv) Insurance Escrows; and
- (v) Real Estate Tax Escrows (if any).

Second Successor Lessor shall provide Lessee with written notice of any adjustment in HUD Rent required by HUD or Lender within seven (7) business days following receipt by Second Successor Lessor of notice of any such adjustment. Thereafter, Lessee shall pay to Lessor any HUD Rent, as so adjusted, due and payable under the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, which adjusted payment shall commence as of the first (1<sup>st</sup>) date of the month following receipt by Lessee of notification of said adjustment as hereinabove provided."

4. **Article 7.2 of the First Amendment to Lease** is amended to read as follows:

"7.2 Notwithstanding anything to the contrary contained herein, in the event Second Successor Lessor shall obtain a HUD Loan then, in that event, in addition to payment by Lessee of Base Rent and Additional Rent, but inclusive on account of HUD Rent as aforesaid, Lessee shall pay and deposit to Lessor for deposit with its Lender, a replacement reserve (hereinafter the "Replacement Reserve"), in the sum of \$13,579.00 per annum, to be deposited monthly in the sum of \$1,131.58 per month (as such amount may be adjusted as required by HUD) beginning with the date of Second Successor Lessor's first payment of principal or interest on account of any HUD Loan. The Replacement Reserve payment due hereunder shall be deemed for all purposes to be Additional Rent under this Lease."

- (i) Mortgage Payment of Principal and Interest;
- (ii) Mortgage Insurance Premium Escrow;
- (iii) Deposit to Replacement Reserve;
- (iv) Insurance Escrows; and
- (v) Real Estate Tax Escrows (if any).



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Second Successor Lessor shall provide Lessee with written notice of any adjustment in HUD Rent required by HUD or Lender within seven (7) business days following receipt by Second Successor Lessor of notice of any such adjustment. Thereafter, Lessee shall pay to Second Successor Lessor any HUD Rent, as so adjusted, due and payable under the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, which adjusted payment shall commence as of the first (1<sup>st</sup>) date of the month following receipt by Lessee of notification of said adjustment as hereinabove provided."

5. **The First Amendment to Lease is amended by deleting "Article 34 - HUD LOAN OBLIGATIONS" in its entirety and substituting the following:**

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:

- 34.1 The premises are subject to a certain Regulatory Agreement for Multifamily Housing Projects dated as of October 1, 2006, by and between Mortgagor, Beneficiary and HUD (hereinafter referred to as the "Regulatory Agreement"), and the Mortgage; to the extent that any provisions of the Lease, as amended by the First Amendment to Lease and this Second 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.
- 34.2 The premises are also subject to a Regulatory Agreement Nursing Homes dated as of June 11, 2001, by and between the Lessee and HUD, which was filed for record in the Office of the Recorder of Deeds of Cook County, Illinois on June 13, 2001, as Document Number 0010512769; which Regulatory Agreement was amended in accordance with the terms and conditions of a certain Amendment to Regulatory Agreement Nursing Homes dated as of October 1, 2006, by and between the Lessee and Commissioner, and which is to be filed for record in the Recorder's Office (hereinafter collectively referred to as the "Regulatory Agreement Nursing Homes"), to the extent that any provisions of the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, conflict or are inconsistent with such Regulatory Agreement Nursing Homes, such Regulatory Agreement Nursing Homes shall control.
- 34.3 The Second Successor Lessor hereby agrees that the Second Successor Lessor is subject to the restrictions on the use of surplus cash as defined in the Regulatory Agreement described in Paragraph 34.1 above.
- 34.4 Lessee and Second Successor Lessor hereby agree and acknowledge that the Lease, as amended by the First Amendment to Lease and this Second 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, the Regulatory Agreement, Regulatory Agreement Nursing Homes, 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, as amended by the First Amendment to Lease and this Second Amendment to Lease.
- 34.5 The Lessee shall maintain the Facility in good repair and condition.
- 34.6 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.
- 34.7 Lessee shall not assign, pledge or mortgage its interest under this Lease, or sublease the Facility or any part thereof, without in each instance the prior written consent of HUD.
- 34.8 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.
- 34.9 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

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Lessee's operations. Lessee shall furnish a copy of the provider agreement to Second Successor Lessor and HUD.

- 34.10 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.
- 34.11 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.
- 34.12 This Lease may be terminated by HUD upon thirty days written notice from the Secretary to Lessee and Second Successor 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.
- 34.13 Lessee covenants and agrees that, if by reason of a default upon the part of the Second Successor 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 Second Successor 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 Second Successor Lessor under the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease. Lessee covenants and agrees to execute and deliver, at any time and from time to time, upon the request of Second Successor 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, as amended by the First Amendment to Lease and this Second Amendment to Lease, or give or purport to give Lessee any right of election to terminate the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, or to surrender possession of the Facility in the event any such proceedings are brought against the Second Successor Lessor under the Mortgage or the holder of the Mortgage, and agrees that the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, shall not be affected in any way whatsoever by any such proceedings. If Second Successor 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 Second Successor Lessor, Lessee shall have the right to cure such defaults, and to make such payments as are due from Second Successor Lessor, directly to the holder of the Mortgage.
- 34.14 Second Successor 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, as amended by the First Amendment to Lease and this Second Amendment to Lease, may not be assigned without the prior written consent of HUD.
- 34.15 Second Successor 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 BRIDGEVIEW HEALTH CARE CENTER, shall be subject to HUD prior written approval, and shall be in accordance with acceptable HUD rules and regulations.
- 34.16 During the term of the Lease, as amended by the First Amendment to Lease and this Second Amendment to Lease, the Demised Premises shall be used and occupied by Lessee solely for and as a health care facility.

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- 34.17 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.
- 34.18 The Second Successor Lessor and the Lessee agree that failure to disclose a lease arrangement or identity of interest between the Second Successor Lessor and the Lessee are grounds for HUD sanctions.

**Demised Premises and Personal Property.** Second Successor 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, except as amended by the First Amendment to Lease and this Second Amendment to Lease, shall remain in full force and effect.

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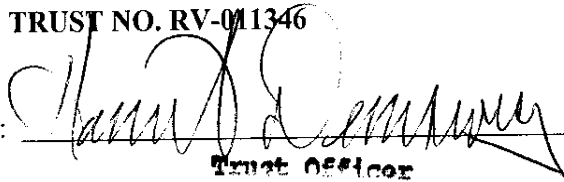
IN WITNESS WHEREOF: All parties have executed this Second Amendment to Lease as of the date and year first above written.

**SECOND SUCCESSOR 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, SUCCESSOR TRUSTEE  
TO AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, NOT PERSONALLY,  
BUT SOLELY AS TRUSTEE UNDER AMENDED  
AND RESTATED TRUST AGREEMENT DATED  
AS OF MAY 1, 2001, AS AMENDED, AND KNOWN  
AS TRUST NO. RV-011346**

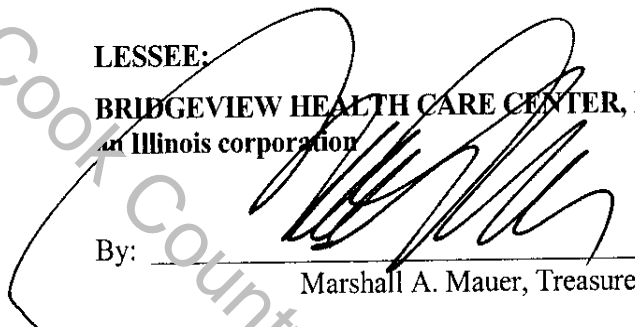
By:

  
Trust Officer

**LESSEE:**

**BRIDGEVIEW HEALTH CARE CENTER, LTD.,  
an Illinois corporation**

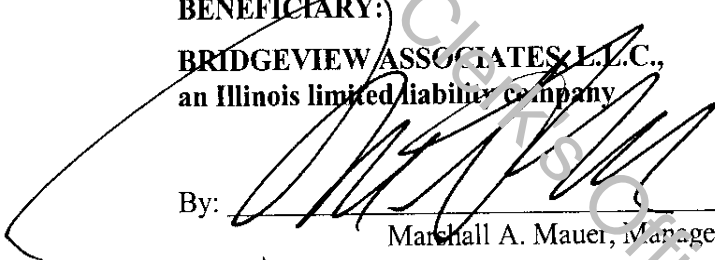
By:

  
Marshall A. Mauer, Treasurer

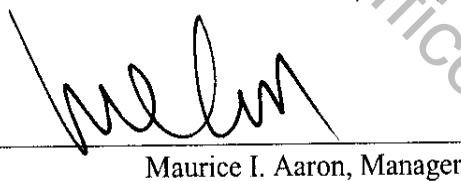
**BENEFICIARY:**

**BRIDGEVIEW ASSOCIATES, L.L.C.,  
an Illinois limited liability company**

By:

  
Marshall A. Mauer, Manager

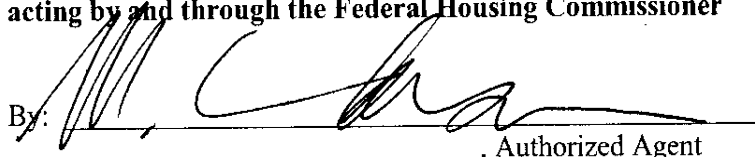
By:

  
Maurice I. Aaron, Manager

**APPROVED BY:**

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

By:

  
, Authorized Agent

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**UNOFFICIAL COPY****EXCULPATORY PROVISIONS  
FOR BRIDGEVIEW HEALTH CARE CENTER  
FEDERAL HOUSING ADMINISTRATION  
PROJECT NO. 071-22093**

This document is executed by CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER AMENDED AND RESTATED TRUST AGREEMENT DATED AS OF MAY 1, 2001, AS AMENDED, AND KNOWN AS TRUST NO. RV-011346, 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 provisions of the Regulatory Agreement Housing for Multifamily Housing Projects, it is not entitled to retain.

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EXHIBIT "A"

**LEGAL DESCRIPTION  
FOR BRIDGEVIEW HEALTH CARE CENTER  
FEDERAL HOUSING ADMINISTRATION  
PROJECT NO. 071-22093**

PARCEL 1:

LOT 2 IN SOUTHWEST MEDI-VENTURE SUBDIVISION A RESUBDIVISION OF (EXCEPT HARLEM AVENUE) THE NORTH 356.99 FEET OF LOT L IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35299 TO RUTH E. JENSEN DATED JUNE 10, 1968 AND RECORDED AS DOCUMENT 20626202 FOR THE PURPOSE OF MAINTAINING THEREIN UTILITIES OF EVERY KIND, CHARACTER OR NATURE FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 16.0 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 IN CERMAK'S HARLEM AND 80<sup>TH</sup> STREET SUBDIVISION OF LOT "H" IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP LYING ENTIRELY WITHIN THE NORTH 356.99 FEET OF LOT "L" IN SUPERIOR COURT COMMISSIONER'S PARTITION AFORESAID EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE SOUTH 280.0 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 18-36-214-061, Vol. 385

COMMON ADDRESS: 8100 South Harlem Avenue, City of Bridgeview, County of Cook, State of Illinois 60455.

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