

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Daniel Kohn, Esq.
Holleb & Coff
55 East Monroe Street
Chicago, Illinois 60603



Space above this line for recorder's use only

17

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement"), is made as of this 30th day of October, 1998, by and among **EDGEWATER CARE AND REHABILITATION CENTER BUILDING, L.L.C.**, an Illinois limited liability company ("Tenant"), **EDGEWATER CARE AND REHABILITATION CENTER**, an Illinois corporation ("Sublessee"), **FIRST CHICAGO TRUST COMPANY OF ILLINOIS**, not personally but as Trustee under Trust Agreement dated February 25, 1993 and known as Trust No. RV-011908 ("Purchaser") and **CORUS BANK, N.A.** ("Lender"), in Chicago, Illinois.

RECITALS

A. Lender is the owner and holder of that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated of even date herewith, recorded with the Cook County Recorder's Office on 11-24-98, as Document No. 08062626 (the "Mortgage"), covering the land and building commonly known as Edgewater Care and Rehabilitation Center, 5838 North Sheridan Road, Chicago, Illinois 60660 and legally described in Exhibit A attached hereto and incorporated herein (the "Property"). The Mortgage and any and all other documents or instruments related thereto, and all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, are hereinafter collectively referred to as the "Loan Documents".

B. Tenant, pursuant to an Assignment and Assumption of Lease dated December 30, 1997, by and between Tenant as assignee and Edgewater Care and Rehabilitation Center Building Corporation, Inc., an Illinois corporation ("Corp.") as assignor, leases the Property pursuant to the terms of that certain Sublease Agreement dated February 19, 1993, by and among Corp. as lessee and Sam Gorenstein and David Gorenstein (hereinafter collectively

referred to as "Landlord"), which Sublease was amended pursuant to First Amendment to Sublease Agreement dated as of April 1, 1993 by and between Landlord and Corp. (said Sublease as amended and as the same may be hereafter modified, amended or extended from time to time is hereinafter collectively referred to as the "Lease").

C. Tenant subleases the Property to Sublessee pursuant to Second Sublease Agreement dated March 1, 1993 (the "Sublease").

D. Pursuant to that certain Edgewater Care Option Agreement (the "Option") dated as of March 1, 1993 by and between Landlord (as "Seller") and Purchaser, Seller granted Purchaser the option to purchase the Property at any time on or after February 1, 2005. The Lease, the Sublease, and the Option are referred to herein collectively as the "Property Agreements".

E. Lender has required the execution of this Agreement as a condition of making such mortgage loan to Landlord.

AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Subordination.** The parties hereby agree that the Property Agreements are and shall at all times be subject and subordinate in all respects to the lien of the Mortgage, to all indebtedness and obligations secured thereby, and to all renewals, modifications, extensions, substitutions, rearrangements and replacements thereof.

2. **Non-Disturbance.** Lender agrees that, provided Tenant pays to Lender all amounts due under the Lease in accordance with the terms and provisions set forth on Exhibit B attached hereto, and subject to the terms and conditions of this Agreement, if any action or proceeding is commenced by Lender or at Lender's behest for the foreclosure of the Mortgage or the sale of the Property or other realization under the Loan Documents, whether by foreclosure, deed in lieu of foreclosure or in any other proceedings made or brought to enforce the rights of Lender, or by any successor to Lender, neither Tenant, Sublessee nor Purchaser shall be named as a party therein (unless required by law to properly foreclose upon the Mortgage), and the sale of the Property in any such action or proceeding and the exercise by Lender of any such action or proceeding and at the time of its other rights under the Mortgage shall be made subject to all rights of Tenant under the Lease, Purchaser under the Option, and Sublessee under the Sublease, provided that at the time of any such action or proceeding and at the time of any such sale or exercise of any such other rights, neither Tenant, Sublessee nor Purchaser shall be declared in default, and no event shall have occurred which with the giving of notice or passage of time or both could result in a default, under any of the terms, covenants

or conditions of the Lease, the Option, or the Sublease, on Tenant's, Sublessee's or Purchaser's part, as the case may be, to be observed or performed. Notwithstanding anything in this Agreement to the contrary, in the event Tenant fails for any reason to pay any rent or additional rent which is due under the Lease in accordance with the terms and provisions set forth on Exhibit B attached hereto, subject to any applicable grace or cure period set forth in the Lease and to Tenant's right to set off certain amounts against rent as specifically set forth, and in accordance with and pursuant to, the terms and provisions of Section 4.1 and Section 19.7 of the Lease, then the non-disturbance provisions of this Section 2 shall immediately be of no further force or effect with respect to both Tenant and Sublessee, and Lender shall have the right to exercise any or all of the remedies of Landlord as set forth in the Lease, and, in addition, at Lender's option and notwithstanding anything in the Lease or this Agreement to the contrary, the Lease shall terminate upon notice from Lender to Tenant.

3. Attornment. (a) If the interests of Landlord in the Property and under the Lease or any portion thereof are acquired by Lender, whether by purchase and sale, foreclosure, deed in lieu of foreclosure or in any other proceeding made or brought to enforce the rights of Lender, or by any successor to Lender, including without limitation any purchaser at a foreclosure sale, Tenant shall be bound to Lender, its successors and assigns, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, with the same force and effect as if they were named as landlord under the Lease, including without limitation, Tenant's covenant to pay all rent and additional rent due under the Lease to Lender, and Tenant does hereby attorn to Lender, its successors and assigns, as its landlord, said attornment to be effective and self-operative immediately upon Lender's or its successor's or assign's succeeding to the interests of Landlord in the Property and under the Lease, without the execution of any other or further instruments on the part of any party hereto. Tenant covenants and agrees from time to time to do all acts and to execute all instruments as may reasonably be requested by Lender for the purposes of fully carrying out and effectuating the purpose and intent of this Agreement, whether by filing with any public office or agency or otherwise.

(b) If the interests of Landlord in the Property and under the Lease or any portion thereof are acquired by Lender, whether by purchase and sale, foreclosure, deed in lieu of foreclosure or in any other proceeding made or brought to enforce the rights of Lender, or by any successor to Lender, including without limitation any purchaser at a foreclosure sale, and if the interests of Tenant in the Property and under the Sublease or any portion thereof are thereafter acquired by Lender, Sublessee shall be bound to Lender, its successors and assigns, under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof, with the same force and effect as if they were named as landlord under the Sublease, including without limitation, Sublessee's covenant to pay all rent and additional rent due under the Sublease to Lender, and Sublessee does hereby attorn to Lender, its successors and assigns, as its landlord, said attornment to be effective and self-operative immediately upon Lender's or its successor's or assign's succeeding to the interests of Tenant in the Property and under the Sublease, without the execution of any other or further instruments on the part of any party hereto. Sublessee covenants and agrees from time to time to do all acts and to execute all instruments as may reasonably be requested by Lender for the purposes of fully carrying out and

effectuating the purpose and intent of this Agreement, whether by filing with any public office or agency or otherwise.

4. **Limitation on Lender's Liability.** (a) If Lender succeeds to the interests of Landlord in the Property and under the Lease, Lender shall thereupon be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Landlord, have the same rights and remedies against Lender for breach of the Lease that Tenant would have had under the Lease against Landlord if Lender had not succeeded to the interests of Landlord; provided, however, that Lender shall not be: (i) liable for any act or omission of any prior landlord (including without limitation Landlord); (ii) subject to any offsets or defenses which Tenant might have against any prior landlord (including without limitation Landlord), except for real estate taxes which have been paid by Tenant to Landlord pursuant to the terms of the Lease prior to the date Lender succeeds to the interests of Landlord in the Property and under the Lease, provided that Tenant can deliver to Lender evidence reasonably satisfactory to Lender that all such real estate taxes have been paid by Tenant to Landlord, and except for Tenant's right to set off amounts withheld, deducted or recouped from Tenant by the Illinois Department of Public Aid ("IDPA") pursuant to Section 19.7 of the Lease, provided Landlord has not paid to Tenant an amount equal to the sum actually withheld, deducted or otherwise recouped from Tenant; (iii) bound by any surrender, cancellation, agreement or modification of the Lease made without the prior written consent of Lender, except for Purchaser's exercise of its option to purchase the Property pursuant to and in accordance with the terms of the Option; (iv) bound by or to the terms and provisions of Article XXXVI of the Lease with respect to any litigation, suit or proceeding which is commenced, pending or filed by or against Landlord and/or Tenant prior to the date Lender succeeds to the interests of Landlord in the Property and under the Lease, provided, however, that from and after such date, Lender shall be bound by the provisions of Article XXXVI only with respect to any litigation, suit or proceeding which is brought by Lender against Tenant, and Lender is not the prevailing party thereunder; or (v) bound to return Tenant's security deposit, if any, until such deposit has come into Lender's (or such successor's) actual possession and Tenant would be entitled to such security deposit under the Lease. Lender shall be bound by Tenant's payment of no more than one (1) month's rent in advance under the Lease unless otherwise approved by Lender.

(b) If Lender succeeds to the interests of Tenant in the Property and under the Sublease, Lender shall thereupon be bound to Sublessee under all of the terms, covenants and conditions of the Sublease, and Sublessee shall, from and after Lender's succession to the interests of Tenant, have the same rights and remedies against Lender for breach of the Sublease that Sublessee would have had under the Sublease against Tenant if Lender had not succeeded to the interests of Tenant; provided, however, that Lender shall not be: (i) liable for any act or omission of any prior landlord (including without limitation Tenant); (ii) subject to any offsets or defenses which Sublessee might have against any prior landlord (including without limitation Tenant), except for real estate taxes which have been paid by Sublessee to Tenant pursuant the terms of the Sublease prior to the date Lender succeeds to the interests of Tenant in Property

and under the Sublease, provided that Sublessee can deliver to Lender evidence reasonably satisfactory to Lender that all such real estate taxes have been paid by Sublessee to Tenant, and except for Sublessee's right to set off amounts withheld, deducted or recouped from Sublessee by the IDPA under the terms of the Sublease, provided Tenant has not paid to Sublessee an amount equal to the sum actually withheld, deducted or otherwise recouped from Sublessee; (iii) bound by or to the terms and provisions of Article XXXVI of the Lease, as such Article has been incorporated by reference into the Sublease; (iv) bound by any surrender, cancellation, agreement or modification of the Sublease made without the prior written consent of Lender, except for extensions of the Sublease on terms, including rent, no less favorable to Sublessee than the existing terms under the Sublease; or (v) bound to return Sublessee's security deposit, if any, until such deposit has come into Lender's (or such successor's) actual possession and Sublessee would be entitled to such security deposit under the Sublease. Lender shall be bound by Sublessee's payment of no more than one (1) month's rent in advance under the Lease or the Sublease, as the case may be, unless otherwise approved by Lender.

5. **No Modification.** Tenant, Purchaser and Sublessee agree that during the term of the Lease or any extension thereof, neither Tenant, Purchaser nor Sublessee will enter into any amendment or modification of the Property Agreements, as applicable, and, except for (i) extensions of the Sublease on terms no less favorable to Sublessee than the existing terms under the Sublease, and (ii) Purchaser's exercise of its option to purchase the Property pursuant to and in accordance with the terms of the Option, will not cancel or surrender any of the Property Agreements, as applicable, without in any such instance Lender's prior written consent.

6. **No Merger.** Unless Lender shall otherwise expressly agree in writing, and except for Purchaser's exercise of its option to purchase the Property pursuant to and in accordance with the terms of the Option, Landlord's interest in the Property and the leasehold estates created by the Lease and the Sublease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Landlord, in Tenant, in Sublessee, or in any third party, by purchase, assignment or in any other manner.

7. **Representations and Warranties.** Tenant hereby represents and warrants to Lender that: (a) the Lease had been properly executed by Corp., was properly assigned to Tenant and is in full force and effect without amendment or modification; (b) the monthly base rent is \$77,197.50 and Tenant pays no additional rent; (c) Tenant has paid a security deposit in the amount of \$0.00 on which Landlord has no obligation to segregate or pay any interest; (d) the Option has been properly executed by Purchaser, and is in full force and effect without amendment or modification; (e) there are no other representations, warranties, agreements, concessions, commitments or other understandings between Tenant and Landlord regarding the Property other than those set forth in the Property Agreements; (f) all construction required by the Lease to be made by Landlord has been completed, Tenant has accepted, and is in full and complete possession of the Property and any payments, credits or abatements required to be given by Landlord to Tenant have been given; (g) no installment of rent under the Lease other than current monthly rent has been paid more than 30 days in advance and there are no installments of rent or other charges payable by Tenant past due; (h) except as provided herein

and in the Property Agreements, neither the Lease nor the Option has been assigned or subleased by Tenant; (i) to the best of its knowledge and without waiving any of its rights, except as disclosed by Tenant to Lender in that certain Tenant Estoppel Certificate dated September 8, 1998, neither Tenant nor Landlord is in default under the Lease or the Option and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default by Tenant or Landlord; (j) to the best of its knowledge and without waiving any of its rights, except as disclosed by Tenant to Lender in that certain Tenant Estoppel Certificate dated September 8, 1998, Tenant currently has no existing defenses, offsets, liens, claims or credits against the rentals under the Lease or against the enforcement of the Lease by Landlord; (k) except as provided herein and in the Property Agreements, Tenant has not been granted any options to extend or terminate the term of the Lease earlier than February 1, 2023, any rights of first refusal on any other space in the Property, or any options or rights of first refusal to purchase the Property or any part thereof; (l) Tenant has not received notice of violation of any federal, state, county or municipal laws, regulations, ordinances, order or directives relating to the use or condition of the Property other than licensure and certification deficiencies which are normal and customary in the ordinary course of operating a nursing home business which have been timely corrected; (m) except for storage and use of bio-medical wastes in compliance with all applicable federal, state or local statutes, rules or regulations, no hazardous wastes or toxic substances, as defined by all applicable federal, state or local statutes, rules or regulations, have been disposed, stored or treated on or about the Property by Tenant or to the knowledge of Tenant, by any other party; (n) Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein, or of the Option; and (o) there has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws with respect to Tenant.

8. **Notice to Lender.** Tenant shall give Lender copies of all notices and other communications given by Tenant to Landlord relating to (a) defaults on the part of Landlord under the Lease, (b) any violations of any ordinances, statutes, laws, rules, codes, regulations or requirements of any governmental agency have jurisdiction over the Property, and (c) any proposed or actual assignment or subletting of all or any portion of the Property. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereunder referred to as a "Landlord's Default"), Tenant shall provide Lender with a notice of Landlord's Default (the "Tenant's Notice"), which notice shall be sent concurrently with any similar notice to Landlord, specifying the nature thereof and the remedy which Tenant will elect under the terms of the Lease or otherwise. Lender shall have such time period as is available under the Lease, such period commencing on the date of Tenant's Notice, within which to commence to cure Landlord's Default and diligently proceed to complete such cure at all times thereafter. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to commence within the time period set forth above or thereafter fails to diligently pursue a cure of any Landlord's Default.

9. Access. Notwithstanding the provisions of the Lease, if Tenant shall not have provided Lender with access to the Property, and if access is required to remedy such default, the period of time set forth in the Lease in which to remedy same shall not commence until such access is provided to Lender.

10. Notices. Notices shall be in writing and shall be given by personal delivery, overnight courier, or by mail addressed as set forth below. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by overnight courier shall be deemed effective twenty-four (24) hours after deposit with a commercial courier or delivery service for overnight delivery within the United States, or on the second (2nd) business day after deposit with an international second day delivery service (as applicable). Notice by mail shall be made by certified or registered mail, return receipt requested, postage prepaid, properly stamped, sealed and addressed, and shall be deemed effective on the second (2nd) business day after deposit in the United States mail. Any party may give notice of any change of address in accordance with the notice procedures described herein.

TO TENANT: Edgewater Care and Rehabilitation Center Building, L.L.C
150 Fencl Lane
Hillside, IL 60162
Attention: Leo Feigenbaum

With a copy to: Levenfeld, Eisenberg, Janger & Glassberg
33 West Monroe Street
21st Floor
Chicago, Illinois 60603
Attention: Judith S. Sherman

TO SUBLESSEE: Edgewater Care and Rehabilitation Center
150 Fencl Lane
Hillside, IL 60162
Attention: Leo Feigenbaum

With a copy to: Levenfeld, Eisenberg, Janger & Glassberg
33 West Monroe Street
21st Floor
Chicago, Illinois 60603
Attention: Judith S. Sherman

TO PURCHASER: First Chicago Trust Company of Illinois
A/T/U/T/A RV-01190 §
c/o American National Bank and Trust Company of Chicago
120 S. LaSalle Street, Lower Level
Chicago, IL 60603

With a copy to: Levenfeld, Eisenberg, Janger & Glassberg
33 West Monroe Street
21st Floor
Chicago, Illinois 60603
Attention: Judith S. Sherman

TO LENDER: Corus Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613
Attention: John P. Ascher

With a copy to: Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
Attention: Daniel Kohn, Esq.

11. **Interpretation.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of said document.

12. **Governing Law; Litigation.** THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF TENANT, SUBLESSEE, PURCHASER AND LENDER SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT, SUBLESSEE AND PURCHASER HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT, SUBLESSEE AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

13. **Jury Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT, SUBLESSEE, PURCHASER AND LENDER EACH HEREBY EXPRESSLY

WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF TENANT AND LENDER WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT, SUBLESSEE, PURCHASER AND LENDER EACH HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LENDER MAY FILE A COPY OF THIS EXECUTED AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF TENANT, SUBLESSEE, PURCHASER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

14. Miscellaneous. This Agreement may not be amended or modified except by an agreement in writing signed by the party to be charged. If any action or proceeding is brought by any party against any other party arising from or related to this Agreement or the Lease, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. Time is of the essence. This document represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and covenants.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TENANT:

EDGEWATER CARE AND REHABILITATION CENTER BUILDING, L.L.C., an Illinois limited liability company

By: _____
Its: _____
Duly Authorized

SUBLESSEE:

EDGEWATER CARE AND REHABILITATION CENTER, an Illinois corporation

By: _____
Its: _____
Duly Authorized

PURCHASER:

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as Trustee aforesaid

By: _____
Its: _____
Duly Authorized

LENDER:

CORUS BANK, N.A.

By: _____
Its: _____
Duly Authorized

UNOFFICIAL COPY

TENANT'S ACKNOWLEDGEMENT

08062630

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, NORMAN GOLDBERG, a Notary Public in and for said County in the State aforesaid, do hereby certify that LEO FEIGENBAUM, the PRESIDENT of Edgewater Care and Rehabilitation Center Building, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of OCTOBER, 1998.

Norman Goldberg
Notary Public



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SUBLESSEE'S ACKNOWLEDGEMENT

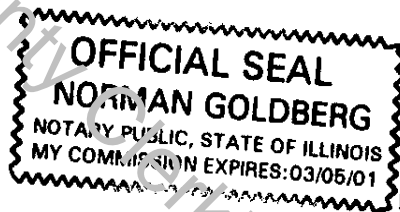
08062630

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, NORMAN GOLDBERG, a Notary Public in and for said County in the State aforesaid, do hereby certify that LEO FEIBENBAUM, the PRESIDENT of Edgewater Care and Rehabilitation Center, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act 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 30th day of OCTOBER, 1998.

Norman Goldberg
Notary Public



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PURCHASER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, NORMAN GOLDBERG, a Notary Public in and for said County in the State aforesaid, do hereby certify that LEO FEIGENBAUM, as PRESIDENT of First Chicago Trust Company of Illinois, not personally but as Trustee aforesaid, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that being authorized and directed to do so he/she did sign the foregoing instrument, and that the same is the free act and deed of said trust and his/her free act and deed personally as such trustee.

Given under my hand and notarial seal this 30th day of OCTOBER, 1998.

Norman Goldberg
Notary Public



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LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tracey M. Summey, a Notary Public in and for said County in the State aforesaid, do hereby certify that John P. Ascher, ASST. VICE PRESIDENT of the Corus Bank N.A. (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, 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 free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 1998.

Tracey M. Summey
Notary Public



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08062630

EXHIBIT A

LOTS 4 AND 5 IN BLOCK 1 IN COCHRAN'S ADDITION TO EDGEWATER, IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5838 North Sheridan Road, Chicago, IL 60660

PIN: 14-05-402-027
14-05-402-028

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

08062630

RENT PROVISIONS

ARTICLE III

Rent

Section 3.1 Base Rent. In consideration of the leasing aforesaid, Sublessee agrees to pay to Sublessor, without offset or deduction whatsoever except as specifically provided for in this Sublease, as rent hereunder, the Base Rent set forth in Exhibit D attached hereto and incorporated by reference, at the address of Sublessor hereafter set forth in Article XXVIII, or at such other place as Sublessor may direct in writing, and in addition thereto, shall pay such charges as are herein described as Additional Base Rent and/or additional rent. Base Rent shall be paid in equally monthly installments in advance on or before the first day of each month of the term of this Sublease.

Section 3.3 Sublease Interest Rate. Any rent accruing under the provisions of this Sublease which shall not be paid when due, shall bear interest at the Sublease Interest Rate, as hereinafter defined, from the date when the same is due hereunder until the same shall be paid.

Section 3.4 Rent Deferral. Notwithstanding anything to the contrary contained elsewhere in Exhibit D hereof, Sublessee shall receive a deferral (hereinafter "Deferral") of the fixed monthly base rent in the amount of \$1.00/bed/day, being \$5,718.33/month, for the first seventeen (17) months of the Sublease Term, being the total aggregate amount of \$97,211.61. The total amount of the Deferred rent shall be repaid, without interest, in three (3) equal installments of \$32,403.87 each, payable one each on the first day of the twenty-ninth (29th), forty-first (41st) and fifty-third (53rd) months following the Commencement Date.

UNOFFICIAL COPY

EXHIBIT B

08062630

RENT PROVISIONS

<u>Period</u>	<u>Fixed Monthly Base Rent</u>
First Lease Year	\$12.00/bed/day (\$68,620.00)
Second Lease Year	\$12.30/bed/day (\$70,335.50)
Third Lease Year	\$12.60/bed/day (\$72,051.00)
Fourth Lease Year	\$12.90/bed/day (\$73,766.50)
Fifth Lease Year	\$13.20/bed/day (\$75,482.00)
Sixth Lease Year	\$13.50/bed/day (\$77,197.50)
Seventh Lease Year	\$13.80/bed/day (\$78,913.00)
Eighth Lease Year	\$14.10/bed/day (\$80,628.50)
Ninth Lease Year	\$14.40/bed/day (\$82,344.00)
Tenth Lease Year	\$14.70/bed/day (\$84,059.50)
Eleventh Lease Year	\$15.00/bed/day (\$85,775.00)
Twelfth Lease Year	\$15.30/bed/day (\$87,490.50)
Thirteenth Lease Year	\$15.60/bed/day (\$89,206.00)
Fourteenth Lease Year	\$15.90/bed/day (\$90,921.50)
Fifteenth Lease Year	\$16.20/bed/day (\$92,637.00)
Sixteenth Lease Year	\$16.50/bed/day (\$94,352.50)
Seventeenth Lease Year	\$16.80/bed/day (\$96,068.00)
Eighteenth Lease Year	\$17.10/bed/day (\$97,783.50)
Nineteenth Lease Year	\$17.40/bed/day (\$99,499.00)
Twentieth Lease Year	\$17.70/bed/day (\$101,214.50)
21st through 30th Lease Year	\$18.00/bed/day (\$102,930.00)

Notwithstanding anything to the contrary contained elsewhere on this Exhibit D, during the first seventeen (17) months of the term of this Sublease, Sublessee shall be entitled to and shall receive a deferral of rent in the amount of \$1.00/bed/day, being \$5,718.33 per month. The total aggregate amount of the deferred rent, being \$97,211.66, shall be due and payable in three (3) equal installments of \$32,403.89 on the first day of the 29th, 41st, and 53rd months following the Sublease Commencement Date.