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This document was prepared by,
and after recording, return to:

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Permanent Tax Index Number:
09-29-106-006-0000

Property Address:
1660 Oakton Place
Des Plaines, Illinois 60018



Doc#: 1318439079 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 01:09 PM Pg: 1 of 10

This .

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of July 2, 2013 (the "Agreement"), is executed by and among CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, not personally, but solely as Successor Trustee (the "Trustee") under a Trust Agreement dated July 10, 1975, and known as Trust No. 10-30182-09 (the "Trust Agreement") OAKTON TERRACE NURSING HOME, LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"; the Trustee and the Beneficiary being collectively referred to herein as the "Landlord"), OAKTON PAVILLION, INC., an Illinois corporation (the "Tenant"), and BANK LEUMI USA, a New York banking corporation (the "Lender").

RECITALS:

A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 2, 2013 to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Leased Premises (as hereinafter defined) and secures a principal indebtedness in the amount of Six Million Four Hundred Fifty Thousand and 00/100 Dollars (\$6,450,000.00).

B. The Beneficiary is the owner of one hundred percent (100%) of the beneficial interest and power of direction in and to the Trust Agreement.

C. The Tenant has entered into that certain lease agreement dated December 7, 1979, with the Landlord (or the Landlord's predecessor-in-interest) (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") legally described on Exhibit "A" attached hereto and made a part hereof.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

A G R E E M E N T S:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
2. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Leased Premises, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.
3. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Leased Premises, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
4. The Lender agrees that so long as the Tenant is not in default under the Lease:
 - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
 - (b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.
5. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition,

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provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Leased Premises and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 5, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

6. If the Lender or any future holder of the Mortgage shall become the owner of the Leased Premises by reason of foreclosure of the Mortgage or otherwise, or if the Leased Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Leased Premises as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord);

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(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Leased Premises.

7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender: Bank Leumi USA
1 N. LaSalle Street
Chicago, IL 60602
Attention: Commercial Real Estate Division

With a copy to: Hinshaw & Culbertson LLP
222 N. LaSalle Street, Suite 200
Chicago, IL 60601
Attention: Nicholas S. Legatos, Esq.

To the Landlord: Chicago Title Land Trust Company,
as Trustee under Trust No. 10-30182-09
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

With a copy to: Oakton Terrace Nursing Home, Limited
Partnership
1660 Oakton Place
Des Plaines, IL 60018
Attention: Jay Lewkowitz

To the Tenant: Oakton Pavillion, Inc.

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1660 Oakton Place
Des Plaines, Illinois 60018
Attention: Jay Lewkowitz

With a copy to:

Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, IL 60606
Attention: Roy L. Bernstein

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants, and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

11. This Agreement is executed by Chicago Title Land Trust Company not personally, but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title Land Trust Company are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Chicago Title Land Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

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BENEICIARY:

OAKTON TERRACE NURING HOME,
LIMITED PARTNERSHIP, an Illinois limited
partnership

By: [Signature]
Name: Jay LEWKOWITZ
Title: Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAY LEWKOWITZ, the Auth. Signatory of Oakton Terrace Nursing Home, Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July, 2013.

[Signature]
Notary Public

My Commission Expires:

[Signatures Continue on Following Page]



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TENANT:

OAKTON PAVILLION, INC., an Illinois
limited partnership

By: [Signature]
Name: Jay Lewkowicz
Title: Authorized Signatory

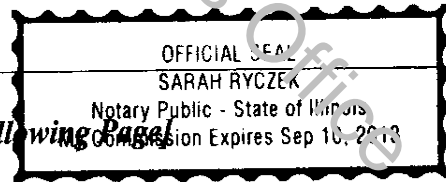
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that Jay Lewkowicz, the
Auth Signatory, of Oakton Pavillion, Inc., an Illinois limited partnership, who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such Auth Sign, appeared before me this day in person and
acknowledged that he/~~she~~ signed and delivered the said instrument as his or her own free and
voluntary act and as the free and voluntary act and as his or her own free and voluntary act and
as the free and voluntary act of said limited partnership, for the uses and purposes therein set
forth.

GIVEN under my hand and notarial seal this 15th day of JULY, 2013.

[Signature]
Notary Public

My Commission Expires:



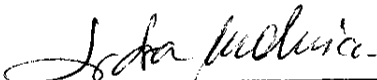
[Signatures Continue on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

TRUSTEE:

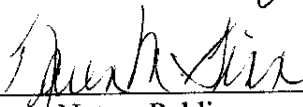
CHICAGO TITLE LAND TRUST
COMPANY, not personally, but solely as
Successor Trustee under a Trust Agreement
dated July 10, 1975, and known as Trust No.
10-30182-09

By: 
Name: LIDIA MARINCA
Title: TRUST OFFICER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that LIDIA MARINCA, the
TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY, an
Illinois corporation, as trustee as aforesaid, who is 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 as such TRUST OFFICER, 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
banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of July, 2013.


Notary Public

My Commission Expires:




[Signatures Continue on Following Page]

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LENDER:

BANK LEUMI USA, a New York banking corporation

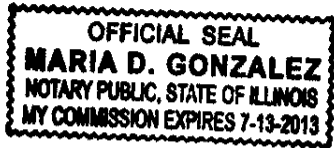
By:


Name: Aaron Vagelatos
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Aaron Vagelatos, the Vice President, of Bank Leumi USA, a New York banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of July, 2013.



Maria D. Gonzalez
Notary Public

My Commission Expires:

July 13, 2013

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

Lot 5 in Oakton Place, a Subdivision of part of the North 25 acres of the Northeast Quarter of the Northwest Quarter of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 1, 1967 as Document No. LR2356973, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Lot 5 for ingress and egress over, through, under and across part of land East of and adjoining subject land as set forth in Easement Agreement filed June 26, 1987 as Document No. LK3629607.

PROPERTY ADDRESS OF REAL ESTATE:

09-29-106-006-0000

PERMANENT TAX IDENTIFICATION NUMBER:

1660 Oakton Place, Des Plaines, Illinois