DECLARATION OF NON-DISTURBANCE

This Declaration of Non-Disturbance made and entered into this 17th day of Sept. 1987 by Pioneer Savings Bank, F.S.B., successor in interest to Pioneer Savings Bank ("Lender").

Preliminary Statement.

- A. Lender is the holder of a mortgage in the principal amount of \$8,000,000.00 dated March 29, 1985 (the "Mortgage") made by Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated March 11, 1985 and known as Trust Number 43055 (the "Trustee") on certain property located in Paletine, Cook County, Illinois legally described on Exhibit A hereto (the "Real Estate"), which Mortgage was recorded in the Office of the Recorder of Deeds of Cook, County, Illinois on April 4, 1985 as Document No. 27501487.
- B. Pursuant to a Lease dated March 12, 1985 (the "Lease") the Trustee has leased the Real Estate and the improvements constructed thereon to Tamarack Residences, Inc., an Illinois not-for-profit corporation ("Tenent") for the purpose of operating the Real Estate as an adult congregate facility. The Real Estate together with the improvements thereon are hereafter referred to as the "Facility".
- C. Pursuant to the Lease, the Tenant is operating the Facility as an adult congregate facility for the elderly. Tenant has or will enter into an agreement (a "Residency Agreement") with each resident (a "Resident") of the Facility, whereby such Resident will be permitted to occupy a unit in the Facility

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during his or her lifetime, subject to the terms of the Residency Agreement.

D. The Lease is subordinate to the Mortgage.

Nevertheless, in order to provide each Resident with the assurance that his or her occupancy of a unit in the Facility will not be terminated upon the termination of the Lease as a result of a foreclosure of the Mortgage, Lender desires to provide each present and future Resident with certain agreements of non-disturbance, as hereafter provided.

NOW, THEREFORE, in consideration of the premises, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lender, for itself and its successors and assigns, horeby agrees as follows:

l. In the event of a foreclosure of the Mortgage, so long as a Resident is not in default in the payment of the Entrance Admission Fee (as defined in the Residency Agreement) or the Monthly Service Fee (as defined in the Residency Agreement) or in the performance of any of the terms of the Residency Agreement, the rights and privileges of the Resident under the Residency Agreement (including but not limited to the right to occupy his or her unit in the Facility) shall not be diminished or interfered with by Lender or by any purchaser at a foreclosure sale and so long as the Resident is not in default under the Residency Agreement, Lender will take no action to terminate the Resident's rights under the Residency Agreement notwithstanding any foreclosure of the Mortgage or termination or modification of the Lease.

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2. As consideration for the agreements of Section 1, in the event the Mortgage is foreclosed for any reason and the Lease is cancelled or Lender or its designees succeeds to the interest of the Tenant under the Residency Agreement, the Resident shall be bound to Lender under all of the terms of the Residency Agreement with the same force and effect as if Lender had been the original sponsor of the Facility and the original Lease of the premises. Upon receiving proper notice of mortgage foreclosure from Lender, the Resident shall make all further payments under the Residency Agreement directly to Lender or as Lender shall from time to time direct.

Witness the hand and seal of the Lender the day and date first above written.

PIONEER SAVINGS BANK

ATTEST:

By: Lada Cleus
Ita: ASST. VICE PRESIDENT

12: Cathains W. Brett

STATE OF	Florida)
COUNTY OF	Pinellas)55:)

I, Patricia E. Vacca

said County, in the State aforesaid, DO HEREBY CERTIC that
Cathryn W. Brett personally known to me to be and Vice-President of Pioneer Savings Bank, and
Linda Cheers personally known to be to be an

of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they assigned and delivered the said instrument as Vice-President and A.V.P. of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, not personally, for the uses and purposes therein set forth.

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My Commission Expires: MOTARY PUBLIC STATE OF FLOF IJA MY COMMISSION EXP. APR 24,1988 BONDED THRU GENERAL INS. UND.

DEPT-01 RECONDING \$16.09 THOUSE TRAN 0464 07/20/70 12:07:09
THOSES TRAN 0464 07/20/70 12:07:09 #7416 # # *- FO-457564 COOK COUNTY RECORDER

Property of Cook County Clark's Office

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LOTS 1, 2, 7 AND 8 IN BLOCK "F" IN ALEXANDER S. PRATT'S SUBDIVISION OF THE NORTH 24.60 ACRES OF THE NORTH EAST 1/4 OF THE NORTH FAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 3, 4, 5 AND 6 IN BLOCK "F" IN BATTERMAN'S SUBDIVISION IN THE HORTH WEST 1/4 OF THE HORTH EAST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, PANG 10 LAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1891 AS DOCUMENT NUMBER 1517492 (EXCEPT THAT PART OF THE NORTH 16 FEET OF THE AFORESAID LOTS 2, 3 AND & LYING WEST OF A LINE 135.50 FEET EAST OF AND PARALLEL 10 THE WEST LINE OF SAID LOT 4), TOGETHER WITH ALL THAT PART OF VACATED JOHNSON STREET LYING WEST OF THE WEST LINE OF BROCKWAY STREET AND EAST OF A LINE 135.30 FEET EAST OF AND PARALLEL TO THE EAST DUTE OF GREELEY STREET, ALL IN COOK COUNTY, ILLINOIS

CIKIA: 55 Greely Avenue, Polatine Illinois PIN: 07-22-203-013, 02-23-206-010, 011, 0124013 County Clert's Office

RETURN TO:

OWERS, OWERS & RICH, LTD. 444 N. Northwest Highway F.O. Box 578 Park Ridge, Illinois 60068

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