

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 Palatine, 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 ("Tenant") 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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[Faint, mostly illegible text, possibly a legal document or official record]

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of the ...

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3-422222

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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, hereby agrees as follows:

1. 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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GIVEN under my hand and notarial seal this 17th day of
September, 1987.

Patricia E. Vacca
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR 24, 1988
BONDED THRU GENERAL INS. UND.

This Instrument Prepared by:

Sheldon Gottlieb, Esq.
Winston & Strawn
One First National Plaza
Suite 5000
Chicago, Illinois 60603

Permanent Tax Number: _____

Address of the Property: 55 East Greeley, Palatine, Illinois

DEPT-01 RECORDING

\$16.00

T#8868 TRAN 0464 09/20/87 12:09:00

#9416 #H *-70-459564

COOK COUNTY RECORDER

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9 3 4 5 7 5 6 4

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 EAST 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 NORTH WEST 1/4 OF THE NORTH 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, RANGE 10 EAST 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 4 LYING WEST OF A LINE 135.50 FEET EAST OF AND PARALLEL TO 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 135.50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF GREELEY STREET, ALL IN COOK COUNTY, ILLINOIS

C/K/A: 55 Greeley Avenue, Palatine Illinois

PIN: 02-22-203-013; 02-22-206-010, 011, 012 & 013

EXHIBIT A

RETURN TO:

OWENS, OWENS & RINN, LTD.
444 N. Northwest Highway
P.O. Box 578
Park Ridge, Illinois 60068

50459564

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Property of Cook County Clerk's Office

11/15/2011

RETURN TO:

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST.
CHICAGO, IL 60602
847.329.3000