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Resident will be permitted to occupy a unit in the facility with each resident (a "Resident") of the facility, whereby such has or will enter into an agreement (a "Residency Agreement")

Facility as an adult congregate facility for the elderly. Tenant Pursuant to the Lease, the Tenant is operating the

referred to as the "Facility". Real Estate together with the improvements thereon are hereafter operating the Real Estate as an adult congregate facility. The Illinois not-for-profit corporation ("Tenant") for the purpose of

ments constructed thereon to Tamarack Residences, Inc., an "Lease") the Trustee has leased the Real Estate and the improve-

B. Pursuant to a Lease dated March 12, 1985 (the on April 4, 1985 as Document No. 27501487.

in the office of the Recorder of Deeds of Cook County, Illinois Exhibit A hereto (the "Real Estate"), which mortgage was recorded located in Laletine, Cook County, Illinois legally described on

known as Trust Number 43055 (the "Trustee") on certain property but as Trustee under Trust Agreement dated March 11, 1985 and

"Mortgage") made by Harris Trust and Savings Bank, not personally principal amount of \$8,000,000.00 dated March 29, 1985 (the

A. Lender is the holder of a mortgage in the Preliminary Statement.

successor in interest to Pioneer Savings Bank ("Lender"). into this 17th day of Sept. 1987 by Pioneer Savings Bank, F.S.B.,

This Declaration of Non-Disturbance made and entered

92455550

DECLARATION OF NON-DISTURBANCE

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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: 92485550

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

Cathryn W. Brett, personally known to me to be a Vice-President of Pioneer Savings Bank, and Patricia E. Vacca, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that

STATE OF Florida)
COUNTY OF Pinellas)
SS:)
I, Patricia E. Vacca

By: Linda Cheers
Asst. Vice President

By: Cathryn W. Brett
VICE PRESIDENT

ATTEST:

PIONEER SAVINGS BANK

date first above written.

Witness the hand and seal of the Lender the day and

Lender shall from time to time direct.

payments under the Residency Agreement directly to Lender or as

for (to) secure from Lender, the Resident shall make all further

leases of the premises. Upon receiving proper notice of mortgage

had been the original sponsor of the Facility and the original

Residency Agreement with the same force and effect as if Lender

Resident shall be bound to Lender under all of the terms of the

interest of the Tenant under the Residency Agreement, the

Lease is cancelled or Lender or its designees succeeds to the

in the event the Mortgage is foreclosed for any reason and the

2. As consideration for the agreements of Section 1,

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COOK COUNTY RECORDER

DEPT-01 RECORDINGS
197.00
#49999 TOWN 0172 05/29/82 10:10 00
#3361 # 2E 04-02-01 11:57 00

COOK COUNTY RECORDER

DEPT-01 RECORDINGS
197.00
#49999 TOWN 0066 02/10/82 12:05 00
#3361 # 2E 04-02-01 11:57 00

Property of Cook County Clerk's Office

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

Permanent Tax Number: _____

Sheldon Gottlieb, Esq.
Winston & Strawn
One First National Plaza
Suite 3000
Chicago, Illinois 60603

This Instrument Prepared by:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/01/88
BONDED UNDER GENERAL I.M.S. 080.

My Commission Expires:

Notary Public

Patricia E. Vance

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

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

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RETURN TO:

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EXHIBIT A

Property of Cook County

ILLINOIS
 C/P/A: 55 Greeley Avenue, Bataine Illinois
 PIN: 02-22-205-013; 02-22-206-010, 011, 012, 4013

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 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,

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Property of Cook County Clerk's Office



AMENDMENT TO RESIDENCY AGREEMENT BETWEEN EMMA OWENS AND TAMARACK RETIREMENT RESIDENCES, INC.

Parties agree as follows:

Paragraph 4^m of the Residency Agreement, which purports to subordinate the Residency Agreement to the lien of any mortgage is hereby deleted.

Any other language in any document relevant to resident's use in occupancy of the unit that purports to subordinate the Residency Agreement to any mortgage is hereby deleted.

This amendment to the Residency Agreement is executed this date as set forth below.

In witness whereof, the parties hereto have set their hand and seals on the day and year first below written.

92405550

TAMARACK RETIREMENT RESIDENCES, INC.

By Charles G. Kerpec, Jr.
Charles G. Kerpec, Jr.

1-27-87
Date

Emma E. Owens
Emma Owens

1/27/87
Date

DEPT-01 RECORDINGS \$6.00
T#9979 TRAN 7741 07/10/92 13:09:08
#8600 # *--72-50550
COOK COUNTY RECORDER

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pioneer savings bank

Pioneer Center - P.O. Box 4608, Clearwater, Fl. 33516 - (813) 530-7600

January 16, 1987

Ms. Emma Owens
c/o Owens, Owens and Rinn, Ltd.
444 Northwest Highway
Suite 250
P.O. Box 578
Park Ridge, Illinois 60068

Re: Tamarack Retirement Residences, Inc.
Unit F310

92485550

Dear Ms. Owens:

We have been advised that you signed a Residency Agreement ("Residency Agreement") with Tamarack Retirement Residences, Inc. ("Tamarack") respecting your use and occupancy of Unit F310 in the Tamarack Retirement Residences in Palatine, Illinois. We further understand that the Entrance Admission Fee payable under the Residency Agreement is being held in escrow pending a clarification by Pioneer Savings Bank ("Pioneer"), mortgage lender for the project, respecting the relationship of the Lease between Harris Trust and Savings Bank as Trustee under Trust No. 43055 and Tamarack (the "Lease") to the Mortgage (the "Mortgage") of Pioneer. Accordingly, we hereby state and affirm, as mortgagee of the Tamarack Retirement Residences property, that:

1. The Mortgage is superior to the Lease in accordance with a Subordination Agreement furnished to Pioneer by Tamarack in April, 1985;
2. Pioneer consents to the deletion of Paragraph 4M of the Residency Agreement which purports to subordinate the Residency Agreement to the lien of the Mortgage;
3. Pioneer consents to the removal of any other language in any document relevant to your use and occupancy of Unit F310 that purports to subordinate the Residency Agreement to the Mortgage of Tamarack;
4. So long as you are not in default in the payment of the Entrance Admission Fee, or the Monthly Service Fee or in the performance of any of the terms of the Residency Agreement, your rights and privileges under the Residency Agreement shall not be diminished or interfered with by Pioneer;
5. In the event the Mortgage is foreclosed for any reason, and the Lease is cancelled or Pioneer or its designee succeeds to the interest of Tamarack under the Residency Agreement between you and Tamarack, you shall be bound to Pioneer under all of the terms of the Residency Agreement with the same force and effect as if Pioneer had been the original sponsor of the Tamarack Residence facility and the original lessee of the premises. Upon



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Ms. Emma Owens
Page 2
January 16, 1987

your receiving proper notice of mortgage foreclosure from Pioneer, you agree to make all further payments under the Residency Agreement directly to Pioneer or as Pioneer shall from time to time direct.

The purpose of this letter is to confirm that although Pioneer's Mortgage is superior to the Lease, so long as you are not in default under the Residency Agreement, Pioneer will take no action to terminate your rights under the Residency Agreement notwithstanding any foreclosure of the Mortgage or termination or modification of the Lease. Furthermore, Pioneer has no objection to the deletion from the Residency Agreement of subordination language that might imply anything contrary to this letter.

Pioneer further agrees that it will, as soon hereafter as is practicable, cause to be placed on public record a statement of non-disturbance that will provide on behalf of Pioneer, its successors and assigns, the commitment not to disturb the rights and privileges of any resident provided that such resident fully complies with the terms of the Residency Agreement and agrees to recognize Pioneer as the successor to Tamarack in the event of foreclosure all as required in Paragraph 5 above.

Please indicate your acceptance and approval of Paragraph 5 set forth above by signing and returning to the undersigned the enclosed copy of this letter.

Yours very truly,

PIONEER SAVINGS BANK

By: Cathryn W. Brett
Cathryn W. Brett, Vice President

Accepted and approved this
28 day of January, 1987

Emma E. Owens