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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

C. Pursuant to the Lease, the Tenant is operating the Facility as an adult congregate facility for the elderly. Tenant Real Estate together with the improvements thereon are hereafter referred to as the "Facility".

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".

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 LaGrange, 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.

Preliminary Statement.

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").

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:

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 uses and purposes therein set forth. and as the free and voluntary act and deed of said corporation, and as the free and voluntary act, directors of said corporation, as their free and voluntary act, affixed thereto, pursuant to authority given by the Board of of said corporation to be as Vice-President and A.V.P. acknowledged that they assigned and delivered the said instrument, appeared before me this day in person and severally the same persons whose names are subscribed to the foregoing of said corporation, and personally known to me to be Linda Cheers, personally known to me to be an Assistant V.P. and Vice-President of Pioneer Savings Bank, and personally known to me to be a

said county, in the State aforesaid, DO HEREBY CERTIFY that I, Patricia E. Vacca, a Notary Public in and for

STATE OF Florida)
COUNTY OF Pinellas)
(SS:)

BY: Linda Cheers (VICE PRESIDENT)
BY: Cathryn M. 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

foreclosure from Lender, the Resident shall make all further

Lessee 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

DELIVERED TO RECORDEE
10:30 AM 05/29/87
#351 # 14 # 42-373678

Property of Cook County Clerk's Office

COOK COUNTY RECORDER

DELIVERED TO RECORDEE
12:09 PM 05/20/87
#358 # 14 # 50-459564

82:373678

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

Permanent Tax Number: _____

Sheldon Gottlieb, Esq.
Wilson & Strawn
One First National Plaza
Suite 500
Chicago, Illinois 60603

This instrument prepared by:

NOTARY PUBLIC STATE OF ILLINOIS
BY COMMISSION EXPIRES
BOBCEB AND GENERAL INT. INC.

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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OVERS, OVERS & RENT, LTD.
444 N. HICKORY STREET
P.O. BOX 578
Park Ridge, Illinois 60068

RETURN TO:

90459564

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Property of Cook County

EXHIBIT A

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 PLAN 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/R/A: 55 Greeley Avenue, Belfrage Illinois
PIN: 02-22-003-013, 02-22-006-010, 011, 012, 013

9 0 4 5 9 5 1 4

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Property of Cook County Clerk's Office

