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FHA Form No. 4110-b
(CORPORATE)
(Revised March 1971)

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208719

MORTGAGE

98404312

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1998-05-15 15:31:38
Cook County Recorder 99.00

THIS INDENTURE, made this 1st day of May, 1998,
between Catholic Charities Housing Development Corporation, a
not-for-profit corporation

organized and existing under the laws of Illinois, a corporation,
and Cambridge Realty Capital Ltd. of Illinois, Mortgagee,
a corporation organized and existing under the laws of Illinois, Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of Two Million Nine Hundred Thirty Nine Thousand Two Hundred and No/100 ----- Dollars (\$ 2,939,200.00, evidenced by its note of even date herewith, bearing interest from date on outstanding balances at Seven and one-half per centum (7.50 %) per annum, said principal and interest being payable in monthly installments as provided in said note with a final maturity of June 1, 2033, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents CONVEY, MORTGAGE, and WARRANT unto the Mortgagee, its successors or assigns, the following-described real estate situated, lying, and being in the City of Northlake, in the County of Cook, and the State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof *

* and as further security for payment of the debt above described, the Mortgagor mortgages and grants to the Mortgagee, its successors and assigns, as easements appurtenant to the real estate described in Exhibit A, easements for utilities, all as described on Exhibit B attached hereto and made a part hereof, and a Declaration of Party Wall Agreement, all as described on Exhibit C attached hereto and made a part hereof.

Notwithstanding any other provision contained herein or in the Mortgage Note, it is agreed that the execution of the Mortgage Note shall impose no personal liability upon the Mortgagor for payment of the indebtedness evidenced thereby and in the event of a default, the holder of the Mortgage Note shall look solely to the property subject to this Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced by the Mortgage Note and will not seek or obtain any deficiency or personal judgment against the Mortgagor except such judgment or decree as may be necessary to foreclose or bar its interest in the property subject to this Mortgage and all other property mortgaged, pledged, conveyed or assigned to secure payment of the Mortgage Note; provided, that nothing in this condition and no action so taken shall operate to impair any obligation of the maker under the Regulatory Agreement for Multifamily Housing Projects herein referred to and made a part hereof.

Box 430

TOGETHER with all and singular improvements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves, and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, screens, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

AND SAID MORTGAGOR covenants and agrees:

1. That it will pay the note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, ~~now~~, executed by the Mortgagor and the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement and upon the request of the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, the Mortgagee, at its option, may declare the whole of the indebtedness secured hereby to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagee so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;
5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
6. That at the option of the Mortgagor the principal balance secured hereby may be reamortized on terms acceptable to the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner if a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;
7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the Insurable Values or not less than the unpaid balance of the insured mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the Mortgagee and the Secretary of Housing and Urban Development as interest may appear, and shall be deposited with the Mortgagee; the insurance carrier providing the insurance shall be chosen by the Mortgagor, subject to the approval of the Mortgagee, which approval shall not be unreasonably withheld or delayed. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises;
8. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;
9. That it is lawfully seized and possessed of said real estate in fee simple, and has good right to convey same;
10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17(b);
11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended together with any sums expended by the Mortgagee to keep the mortgage insurance in force, shall become so much additional indebtedness, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor and shall bear interest at the rate specified in the note from the date of the advance until paid, and shall be due and payable on demand;
12. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;
13. That it will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

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14. That the improvements to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured or held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed;

~~16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and Mortgagee dated _____, which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depreciation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this mortgage and shall be due and payable on demand with interest at the rate specified in the note, but no such advances shall be insured unless same are specifically approved by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner prior to the making thereof. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this mortgage and the note securing the same, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement;~~

17. That, together with, and in addition to, the monthly payments of interest or of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each succeeding month after the date hereof, until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the Mortgagee with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly service charge, if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such Mortgagee with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(ii) Beginning with the first day of the month following an assignment of this instrument and the note secured hereby to the Secretary of Housing and Urban Development, a monthly service charge which shall be an amount equal to one-twelfth of one-half percent ($\frac{1}{2}$ of $\frac{1}{2}\%$) of the average outstanding principal balance due on the note computed for each successive year beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by Mortgagee to pay said ground rents, premiums, water rates, taxes, and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Mortgagee to the following items in the order set forth:

- (i) premium charges under the Contract of Insurance with the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner or service charge;
- (ii) ground rents, taxes, special assessments, water rates, fire and other property insurance premiums;
- (iii) interest on the note secured hereby;
- (iv) amortization of the principal of said note.

18. Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under (a) of the preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (b) of the preceding paragraph shall be credited to the principal of the mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under (a) of the preceding paragraph shall be likewise credited unless required to pay sums due the Secretary of Housing and Urban Development, acting by and through the Commissioner under the Contract of Mortgage Insurance;

19. IN THE EVENT of default in making any monthly payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this mortgage;

20. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and for stenographers' fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the pro-

visions of this mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage;

21. AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified in the note, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

22. A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

23. It Is EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;

24. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this mortgage;

25. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Chairman and attested by its Treasurer on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Directors of said corporation.

[CORPORATE SEAL]

Catholic Charities Housing Development Corporation

ATTEST: Cynthia D. Smetana, Treasurer

By Rev. Michael M. Boland, Chairman

STATE OF ILLINOIS COUNTY OF Cook

I, JOSIE T. GUIDICE, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Rev. Michael M. Boland and Cynthia D. Smetana personally known to me to be the same persons whose names are respectively as President and Treasurer of Catholic Charities Housing Development Corporation, a Corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of May 1998.

[SEAL] OFFICIAL SEAL JOSIE T. GUIDICE Notary Public State of Illinois My commission expires 10-23-2000

Josie T. Guidice Notary Public

STATE OF ILLINOIS Loan No. 071-22020 Mortgage Catholic Charities Housing Development Corporation TO Cambridge Realty Capital Ltd. of Illinois Doc. No. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19 at o'clock m., and duly recorded in Book of page Clerk.

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LEGAL DESCRIPTION

98404312

A parcel of land in the Northeast Quarter and the Southeast Quarter of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, all taken as a tract, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence South along the East line of said Section, a distance of 1383.51 feet to a point; thence Westerly in a straight line making an angle of 90 degrees 15 minutes 00 seconds (as measured from North to West) with the last described line, a distance of 428.84 feet to a point; thence Northwesterly in a straight line making an angle of 109 degrees 28 minutes 31 seconds (as measured from East to North to Northwest) with the last described line, a distance of 721.96 feet to a point; thence in a Northerly direction in a straight line making an angle of 149 degrees 46 minutes 40 seconds (as measured from Southeast to East to North) with the last described line, a distance of 721.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 31; thence East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31, a distance of 541.0 feet to the point of beginning; excepting therefrom the Easterly 50 feet taken for Wolf Road and excepting the Northerly 33 feet which is reserved for road purposes; and also excepting all that part of the aforesaid tract which lies South of the following described lines:

Beginning at a point on the East line of the Northeast Quarter of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence West along a line drawn perpendicularly to said East line, 213.00 feet; thence Northwesterly along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from East to North to Northwest) with the last described line, 152.58 feet; thence West along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from Southeast to South to West) with the last described line, 272.70 feet to the Northwesterly line of the aforesaid tract, in Cook County, Illinois.

Permanent Real Estate Index No.
Common Property Address

12-31-202-009 ✓
480 North Wolf Road, Northlake, Illinois

Exhibit A

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GRANT OF UTILITY EASEMENTS RUNNING WITH THE LAND

95404312

THIS GRANT OF UTILITY EASEMENTS made as of the 1st day of May, 1998, by CATHOLIC CHARITIES HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (hereinafter referred to as the "Corporation") to CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation (the "Lender").

The following recitals are a material part of this instrument:

WHEREAS, the Corporation is the fee title owner of a tract of land situated in the City of Northlake, Cook County, Illinois which is presently improved with a building operated by the Corporation as a nursing home facility commonly known as Villa Scalabrini Home for the Aged. This tract of land is hereinafter referred to as "Parcel A," and is legally described as follows:

A parcel of land in the Northeast Quarter and the Southeast Quarter of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, all taken as a tract, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence South along the East line of said Section, a distance of 1383.51 feet to a point; thence Westerly in a straight line making an angle of 90 degrees 15 minutes 00 seconds (as measured from North to West) with the last described line, a distance of 428.84 feet to a point; thence Northwesterly in a straight line making an angle of 109 degrees 28 minutes 31 seconds (as measured from East to North to Northwest) with the last described line, a distance of 721.96 feet to a point; thence in a Northerly direction in a straight line making an angle of 149 degrees 46 minutes 40 seconds (as measured from Southeast to East to North) with the last described line, a distance of 721.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 31; thence East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31, a distance of 541.0 feet to the point of beginning; excepting therefrom the Easterly 50 feet taken for Wolf Road and excepting the Northerly 33 feet which is reserved for road purposes; and also excepting all that part of the aforesaid tract which lies South of the following described lines: Beginning at a point in the East line of the Northeast Quarter of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence West along a line drawn perpendicularly to said East line, 213.00 feet; thence Northwesterly along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from East to North to Northwest) with the last described line, 152.58 feet; thence West along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from Southeast to South to West) with the last described line, 292.70 feet to the Northwesterly line of the aforesaid tract, in Cook County, Illinois; and

WHEREAS, the Corporation is also the owner of an adjacent tract which is presently improved with a building operated by the Corporation as an assisted living facility commonly known as Casa San Carlo. This tract of land is hereinafter referred to as "Parcel B," and is legally described as follows:

A parcel of land in the Northeast Quarter and the Southeast Quarter of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, all taken as a tract, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence South along the East line of said Section, a distance of 1383.51 feet to a point; thence Westerly in a straight line making an angle of 90 degrees 15 minutes 00 seconds (as measured from North to West) with the last described line, a distance of 428.84 feet to a point; thence Northwesterly in a straight line making an angle of 109 degrees

28 minutes 31 seconds (as measured from East to North to Northwest) with the last described line, a distance of 721.96 feet to a point; thence in a Northerly direction in a straight line making an angle of 149 degrees 46 minutes 40 seconds (as measured from Southeast to East to North) with the last described line, a distance of 721.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 31; thence East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31, a distance of 541.0 feet to the point of beginning; excepting therefrom the Easterly 50 feet taken for Wolf Road and excepting the Northerly 33 feet which is reserved for road purposes; and also excepting all that part of the aforesaid tract which lies North of the following described lines: Beginning at a point in the East line of the Northeast Quarter of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence West along a line drawn perpendicularly to said East line, 213.00 feet; thence Northwesterly along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from East to North to Northwest) with the last described line, 152.58 feet; thence West along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from Southeast to South to West) with the last described line, 292.70 feet to the Northwesterly line of the aforesaid tract, in Cook County, Illinois; and

WHEREAS, the Lender is financing certain repairs to be made by the Corporation on Parcel A to be secured by a first mortgage dated May 1, 1998 from the Corporation to the Lender (the "Mortgage") to which this instrument is attached; and;

WHEREAS, the Lender has required as a condition of its loan, certain rights of use and access for utilities across Parcel B, and it is the intent of the Corporation to grant in the Mortgage, a Storm Sewer and Storm Water Retention Easement, a Sanitary Sewer Easement, and a Water Main Easement (collectively the "Easements"), over Parcel B for the benefit of Parcel A, which Easements are described on the attached Schedule B-1.

NOW THEREFORE, in consideration of the Lender making a loan secured by a Mortgage upon all or part of the subject premises in reliance upon the easements created in the Mortgage and this instrument, and intending to be legally bound hereunder, and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following covenants and restrictions are made and the Corporation hereby imposes upon the subject premises, the Easements, as follows:

1. **Declaration of Easements.** The Corporation hereby establishes and declares as an easement appurtenant to Parcel A, a perpetual nonexclusive easement for Storm Sewer and Storm Water Retention, Sanitary Sewer, and Water Main utilities over Parcel B for the benefit of Parcel A, which Easements are described on the attached Schedule B-1. The agreements contained herein are covenants running with the land; they are made by the Corporation for the benefit of itself, each tenant now or hereafter leasing any part of Parcel A (excepting therefrom individual nursing home

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tenants occupying Villa Scalabrini Home for the Aged) and the Lender, and for the benefit of anyone claiming by, through, or under said Lender, its successors in interest and assigns, and they shall continue in full force and effect until modified or terminated by mutual agreement of the Corporation and the Lender and the United States Department of Housing and Urban Development ("HUD"), or until said mortgage or mortgages on Parcel A are released by the Lender, whichever shall first occur (the "Easement Term"). Such use thereof shall be in common with the use of the easement by the Corporation and anyone claiming by, through, or under such Corporation, its successors in interest and assigns, such as but not limited to, lessees, mortgagees, invitees, guests, agents and employees, for any purpose not inconsistent with the use of the Easements.

2. **Use and Maintenance.** The purpose and scope of the aforesaid Easements shall be for the right, privilege, and authority, during the Easement Term, to construct, reconstruct, repair, inspect, maintain, and operate water, storm sewer, and sanitary sewer transmission and distribution systems, together with necessary manholes, catch basins, retention areas, connections, appliances, and other structures, improvements, and appurtenances necessary to connect the Villa Scalabrini facility located on Parcel A (including any future improvements thereon) to publicly owned and operated water, storm sewer, and sanitary sewer utility transmission and distribution systems (hereinafter referred to as the "Services"). Incidental to and part of these Easements shall be the right of access across the Easement Areas for necessary personnel and equipment to perform any of the work hereinabove mentioned. The Corporation shall diligently maintain and, as and when necessary, repair and replace the Services in a good and workmanlike manner using good quality, new materials. All labor supplied and materials furnished shall conform to applicable laws, codes, regulations, and ordinances. The Corporation shall perform such installation, maintenance, repair and replacement as diligently as possible so as to minimize interference with the use of the Casa property and shall restore the Easement Areas to a condition as good as that condition which existed prior to such installation, maintenance, repair and replacement.

3. **Reservations by Corporation.** The Corporation hereby reserves the right:

(a) to use the surface area of the Easement Areas for any purpose whatsoever, other than construction of a new building on the Easement Area, so long as such use does not materially interfere with the installation, maintenance, repair and replacement of the Services

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08-10-1312

(the use of the Easement Area's surface for vehicular parking, vehicular and pedestrian traffic, and for landscaping shall be deemed not to substantially interfere with the rights hereunder); and

(b) to relocate, at its expense and without disruption of the Services, the Services from time to time (if such the Services are relocated, the Corporation shall create a new declaration of easement substituting a new easement area to which the Services are relocated for the Easement Areas, and the Corporation will release the existing easements), provided the Lender and HUD give their prior written approval of such relocation.

6. **Maintenance of Easements.** All expenses of maintenance of the Services and Easement Areas shall be borne by Parcel A. The owner of Parcel A shall make all decisions with regard to the need for maintenance, the type of maintenance or improvement necessary, and the amount to be paid for such maintenance or improvement to the Easement Areas.

7. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, mortgagees, and owners of the respective parcels, but shall automatically be terminated and extinguished at the expiration of the Easement Term.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed by its Chairman as of the day and year first above written.

**CATHOLIC CHARITIES HOUSING
DEVELOPMENT CORPORATION**, an Illinois
not-for-profit corporation

By: Rev. Michael M. Boland
Rev. Michael M. Boland, Chairman

Schedule B-1

Storm Sewer and Storm Water Retention Easement

A parcel of land in the Northeast 1/4 of Section 31, Township 40 North Range 12 East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence Westerly along a line drawn perpendicular to said East line, said line being a North line of previously described Parcel "B" and its Easterly extension, 213.00 feet, thence Northwesterly along the Northeasterly line of previously described Parcel "B"; forming an angle of 155 degrees 00 minutes 00 seconds left from the last described course, 4.48 feet; to the Point of Beginning for the Easement herein described;

Thence Westerly along a line forming an angle of 200 degrees 32 minutes 06 seconds left from the last described course, 52.75 feet; thence Southwesterly along a line forming an angle of 124 degrees 50 minutes 41 seconds right from the last described course, 57.39 feet; thence Northwesterly along a line forming an angle of 108 degrees 22 minutes 40 seconds left from the last described course, 128.42 feet; thence Southwesterly along a line forming an angle of 100 degrees 23 minutes 10 seconds right from the last described course, 34.80 feet; thence Southwesterly along a line which deflects 19 degrees 38 minutes 07 seconds right from the prolongation of the last described course, 118.57 feet; thence Southerly along a line forming an angle of 130 degrees 50 minutes 55 seconds right from the last described course, 215.69 feet; thence Southeasterly along a line forming an angle of 162 degrees 21 minutes 36 seconds right from the last described course, 90.87 feet; thence Easterly along a line forming an angle of 108 degrees 55 minutes 40 seconds right from the last described course, 55.82 feet; thence continuing Easterly along a line forming an angle of 168 degrees 59 minutes 59 seconds right from the last described course, 44.17 feet; thence Easterly, Southerly and Southwesterly, along a curve right, tangent to the last described line, concave to the Southwest, having a radius of 40.97 feet, an arc distance of 79.75 feet; thence Southwesterly, tangent to the last described curve, 54.95 feet; thence Southerly and Westerly along a curve right, tangent to the last described course, concave to the Northwest, having a radius of 66.00 feet, an arc distance of 95.51 feet; thence Northwesterly, tangent to the last described curve, 28.17 feet; thence Northwesterly along a line forming an angle of 156 degrees 50 minutes 49 seconds left from the last described course, 19.82 feet; thence Southwesterly along a line forming an angle of 100 degrees 59 minutes 47 seconds right from the last described course, 9.56 feet to a Westerly line of the previously described Parcel "B"; thence Northwesterly, along said Westerly line of Parcel "B"; forming an angle of 60 degrees 24 minutes 19 seconds left from the last described course, 63.13 feet; thence Northerly along a line forming an angle of 163 degrees 35 minutes 36 seconds left from the last described course, 86.46 feet; thence Easterly along a line forming an angle of 83 degrees 36 minutes 17 seconds left from the last described course, 6.84 feet; thence Northwesterly along a line forming an angle of 71 degrees 04 minutes 20 seconds right from the last described course, 81.99 feet; thence North along a line forming an angle of 162 degrees 21 minutes 36 seconds left from the last described course, 221.82 feet; thence Northeasterly along a line forming an angle of 120 degrees 50 minutes 55 seconds left from the last described course, 61.39 feet; thence Northerly, along a line forming an angle of 129 degrees 20 minutes 55 seconds right from the last described course, 117.87 feet to a point on a North line of previously described Parcel "B"; thence Easterly, along said North line of Parcel "B"; which line deflects, 89 degrees 41 minutes 53 seconds right from the prolongation of the last described course, 10.00 feet; thence Southerly along a line forming an angle of 89 degrees 41 minutes 53 seconds left from the last described course, 109.73 feet; thence Northeasterly along a line forming an angle of 50 degrees 39 minutes 05 seconds right from the last described course, 44.26 feet; thence Northwesterly along a line forming an angle of 106 degrees 58 minutes 01 seconds right from the last described course, 83.32 feet to a point on a North line of previously described Parcel "B"; thence Easterly, along said North line of Parcel "B", forming an angle of 67 degrees 55 minutes 13 seconds left from the last described course, 10.79 feet; thence Southeasterly along a line which deflects, 67 degrees 55 minutes 13 seconds right from the prolongation of the last described course, 78.02 feet; thence Northeasterly along a line forming an angle of 53 degrees 23 minutes 52 seconds right from the last described course, 32.32 feet; thence Southeasterly along a line forming an angle of 100 degrees 23 minutes 10 seconds left from the last described course, 129.54 feet; thence Northeasterly along a line forming an angle of 108 degrees 22 minutes 40 seconds right from the last described course, 55.40 feet; thence Easterly along a line forming an angle of 124 degrees 50 minutes 41 seconds left from the last described course, 31.28 feet to a point on the Northeasterly

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line of previously described Parcel "B"; thence Southeasterly along said Northeasterly line of previously described Parcel "B", forming an angle of 159 degrees 27 minutes 54 seconds left from the last described course, 28.51 feet to the Point of Beginning, all in Cook County, Illinois.

Sanitary Sewer Easement

A 10 foot Easement for Sanitary Sewer purposes, located in the Northeast 1/4 of Section 31, Township 40 North Range 12 East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 31, said point being 616.21 feet South of the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence Westerly along a line drawn perpendicular to said East line, said line being a North line of previously described Parcel "B" and its Easterly extension, 213.00 feet, thence Northwesterly along the Northeasterly line of previously described Parcel "B"; forming an angle of 155 degrees 00 minutes 00 seconds left from the last described course, 91.47 feet; to the Point of Beginning for the Easement herein described; thence Southerly along a line forming an angle of 65 degrees 09 minutes 25 seconds right from the last described course, 99.65 feet; thence continuing Southerly along a line forming an angle of 184 degrees 07 minutes 44 seconds right from the last described course, 60.88 feet; thence continuing Southerly along a line forming an angle of 175 degrees 28 minutes 24 seconds right from the last described course, 155.48 feet; thence Southeasterly along a line forming an angle of 150 degrees 30 minutes 32 seconds right from the last described course, 123.34 feet; thence Southeasterly along a line forming an angle of 148 degrees 45 minutes 05 seconds right from the last described course, 102.26 feet; thence Southeasterly along a line forming an angle of 201 degrees 31 minutes 40 seconds right from the last described course, 156.55 feet to a point on the West line of Wolf Road; thence Southerly, along said West line of Wolf Road, forming an angle of 140 degrees 32 minutes 29 seconds left from the last described course, 15.74 feet; thence Northwesterly along a line which deflects 140 degrees 32 minutes 49 seconds left, from the prolongation of the last described course, 166.80 feet; thence Northwesterly along a line forming an angle of 201 degrees 31 minutes 40 seconds left from the last described course, 103.15 feet; thence Northwesterly along a line forming an angle of 148 degrees 45 minutes 05 seconds left from the last described course, 128.77 feet; thence Northerly along a line forming an angle of 150 degrees 30 minutes 32 seconds left from the last described course, 138.51 feet; thence Northerly along a line forming an angle of 175 degrees 28 minutes 24 seconds left from the last described course, 60.92 feet; thence Northerly along a line forming an angle of 184 degrees 07 minutes 44 seconds left from the last described course, 103.92 feet to a point on the Northeasterly line of previously described Parcel "B"; thence Southeasterly, along said Northeasterly line of previously described Parcel "B", forming an angle of 65 degrees 09 minutes 25 seconds left from the last described course, 11.02 feet to the Point of Beginning, all in Cook County, Illinois.

Water Main Easement

A 10 foot Easement for Water Main purposes, located in the Northeast 1/4 of Section 31, Township 40 North Range 12 East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 31, said point being 616.21 feet South of the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence Westerly along a line drawn perpendicular to said East line, said line being a North line of previously described Parcel "B" and its Easterly extension, 133.39 feet to the Point of Beginning for the Easement herein described; thence Southerly along a line forming an angle of 91 degrees 45 minutes 15 seconds right from the last described course, 361.16 feet; thence Easterly along a line forming an angle of 85 degrees 13 minutes 11 seconds right from the last described course, 94.58 feet to a point on the West line of Wolf Road; thence Southerly along said West line of Wolf Road forming an angle of 86 degrees 58 minutes 26 seconds left from the last described course, 10.01 feet; thence Westerly along a line which deflects 86 degrees 58 minutes 26 seconds right from the prolongation of the last described course, 104.92 feet; thence Northerly along a line forming an angle of 85 degrees 13 minutes 11 seconds left from the last described course, 371.72 feet to a point on a North line of previously described Parcel "B"; thence Easterly along said North line forming an angle of 91 degrees 45 minutes 15 seconds left from the last described course, 10.00 feet to the Point of Beginning, all in Cook County, Illinois.

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DECLARATION OF PARTY WALL AGREEMENT

This Declaration of Party Wall Agreement is made as of the 1st day of May, 1998, by CATHOLIC CHARITIES HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (hereinafter referred to as the "Corporation").

WITNESSETH:

WHEREAS, the Corporation is the fee title owner of a tract of land situated in the City of Northlake, Cook County, Illinois which is presently improved with a building operated by the Corporation as a nursing home facility commonly known as Villa Scalabrini Home for the Aged. This tract of land is hereinafter referred to as "Parcel A," and is legally described as follows:

A parcel of land in the Northeast Quarter and the Southeast Quarter of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, all taken as a tract, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31, thence South along the East line of said Section, a distance of 1383.51 feet to a point; thence Westerly in a straight line making an angle of 90 degrees 15 minutes 00 seconds (as measured from North to West) with the last described line, a distance of 428.84 feet to a point; thence Northwesterly in a straight line making an angle of 109 degrees 28 minutes 31 seconds (as measured from East to North to Northwest) with the last described line, a distance of 721.96 feet to a point; thence in a Northerly direction in a straight line making an angle of 149 degrees 46 minutes 40 seconds (as measured from Southeast to East to North) with the last described line, a distance of 721.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 31; thence East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31, a distance of 541.0 feet to the point of beginning; excepting therefrom the Easterly 50 feet taken for Wolf Road and excepting the Northerly 33 feet which is reserved for road purposes; and also excepting all that part of the aforesaid tract which lies South of the following described lines: Beginning at a point in the East line of the Northeast Quarter of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence West along a line drawn perpendicularly to said East line, 213.00 feet; thence Northwesterly along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from East to North to Northwest) with the last described line, 152.58 feet; thence West along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from Southeast to South to West) with the last described line, 292.70 feet to the Northwesterly line of the aforesaid tract, in Cook County, Illinois; and

WHEREAS, the Corporation is also the owner of a adjacent tract which is presently improved with a building operated by the Corporation as an assisted living facility commonly known as Casa San Carlo. This tract of land is hereinafter referred to as "Parcel B," and is legally described as follows:

A parcel of land in the Northeast Quarter and the Southeast Quarter of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, all taken as a tract, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence South along the East line of said Section, a distance of 1383.51 feet to a point; thence Westerly in a straight line making an angle of 90 degrees 15 minutes 00 seconds (as measured from North to West) with the last described line, a distance of 428.84 feet to a point; thence Northwesterly in a straight line making an angle of 109 degrees 28 minutes 31 seconds (as measured from East to North to Northwest) with the last described line, a distance of 721.96 feet to a point; thence in a Northerly direction in a straight line

making an angle of 149 degrees 46 minutes 40 seconds (as measured from Southeast to East to North) with the last described line, a distance of 721.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 31; thence East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31, a distance of 541.0 feet to the point of beginning; excepting therefrom the Easterly 50 feet taken for Wolf Road and excepting the Northerly 33 feet which is reserved for road purposes; and also excepting all that part of the aforesaid tract which lies North of the following described lines: Beginning at a point in the East line of the Northeast Quarter of said Section 31, said point being 616.26 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence West along a line drawn perpendicularly to said East line, 213.00 feet; thence Northwesterly along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from East to North to Northwest) with the last described line, 152.58 feet; thence West along a line making an angle of 155 degrees 00 minutes 00 seconds (as measured from Southeast to South to West) with the last described line, 292.70 feet to the Northwesterly line of the aforesaid tract, in Cook County, Illinois; and

WHEREAS, Cambridge Realty Capital Ltd. of Illinois, an Illinois corporation (the "Lender") is financing certain repairs to be made by the Corporation on Parcel A and has required as a condition of its loan, the establishment of a dividing wall which shall straddle the Boundary Line and which shall stand equally upon Parcel A and Parcel B (the "Party Wall"); and

WHEREAS, it is the intent of the Corporation by this instrument to provide for a Party Wall as stated aforesaid. To carry out this intent, the Corporation by this instrument wishes to declare a Party which shall stand equally upon Parcel A and Parcel B; and further, by means of the mortgage from the Corporation to the Lender dated May, 1978 (the "Mortgage") to which this instrument is attached, to create said Party Wall upon the subject premises as described aforesaid

NOW, THEREFORE, the Corporation does hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

1. Declaration of Party Wall. The Corporation hereby declares that the dividing wall which is approximately 24 inches wide, 40 feet long and 24 feet tall, and which shall straddle the Boundary Line and stand equally on Parcel A and Parcel B shall at all times and in all respects be considered a party wall (the "Party Wall"). Said Party Wall is more particularly depicted on Schedule C which is attached hereto and made a part hereof. The Party Wall shall be maintained in a good and workmanlike manner, remain free of mechanics' liens, and be in conformance with all laws, ordinances, rules and regulations of all applicable governmental authorities. The agreements contained herein are covenants running with the land; they are made by the Corporation for the benefit of itself, each tenant now or hereafter leasing any part of Parcel A (excepting therefrom

individual nursing home tenants occupying Villa Scalabrini Home for the Aged) and each lender making a loan secured by a mortgage or mortgages upon all or any part of Parcel A, and for the benefit of anyone claiming by, through, or under said Corporation, its successors in interest and assigns, such as but not limited to, future fee title holders, lessees, mortgagees, invitees, guests, agents and employees, and the agents, employees, and representatives of any municipality or public agency; and they shall continue in full force and effect until modified or terminated by mutual agreement of all parties then owning or having any interest in Parcel A. Such use thereof shall be in common with the use of the easement by the Corporation and anyone claiming by, through, or under such Corporation, its successors in interest and assigns, such as but not limited to, lessees, mortgagees, invitees, guests, agents and employees, for any purpose not inconsistent with the use of the easement.

2. Extension of Party Wall. The Corporation may extend the height and/or length of the Party Wall from time to time, subject to the terms and conditions contained herein, only with the prior written consent of the other owner of Parcel A or B, if ownership should, in the future change from the Corporation. In the event of a change in ownership of either parcel, either owner may extend the height and/or length of the Party Wall from time to time, subject to the terms and conditions contained herein, only with the prior written consent of the other owner

3. Use of Party Wall. The Corporation hereby declares the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any building constructed on Parcel A or Parcel B.

4. Repair and Maintenance. The Corporation or, if different, the owner of either Parcel A or Parcel B, shall repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound and, except to the extent provided below, the cost of such repair and maintenance shall be shared equally by the owners. Each owner, at its sole cost and expense, shall have the right to paint, decorate, clean and perform other similar activities on the interior surface of the Party Wall facing its respective parcel.

5. Casualty. In the event of destruction or damage to the Party Wall, including the foundation thereof, by fire or other casualty, the Corporation or either owner of the respective parcels may repair or restore the Party Wall, at its sole cost and expense; provided, however, that if the other

owner thereafter makes use of the Party Wall or constructs improvements on its parcel abutting same, said owner shall promptly pay to the repairing owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Party Wall and shall conform in all respects with all laws, ordinances, rules and regulations of all applicable governmental authorities. Whenever the Party Wall or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width, length and load-bearing capacity as the Party Wall in existence prior to the casualty.

7. Amendment and Termination. All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein may be terminated or amended, in whole or in part, only by an instrument executed by the Corporation and the Corporation's mortgagee(s) to Parcel A; or by the owners of Parcels A and B, if different (including their respective successors in interest to the parcels in question).

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, mortgagees, and owners of the respective parcels.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Chairman as of the day and year first above written.

**CATHOLIC CHARITIES HOUSING
DEVELOPMENT CORPORATION**, an Illinois
not-for-profit corporation

By: Rev. Michael M. Boland
Rev. Michael M. Boland, Chairman

