

**Nondisturbance
and Attornment
Agreement**

Prepared by and after
recording return to:

McDermott, Will & Emery
227 West Monroe Street
Suite 4400
Chicago, Illinois 60606
Attention: Thomas L. Hefty

Property Address and P.I.N.
7157 West Howard Street
Niles, Illinois 60714
10-30-300-001 to 005

(For Recorder's Use Only)

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the first day of July, 1998, between LaSalle Bank, N.A. ("Mortgagee"), which has an office at 4747 W. Irving Park RD., Chicago, Illinois, and Resurrection Health Care Corporation, an Illinois not-for-profit corporation ("Tenant"), which has an office at 7435 West Talcott, Chicago, Illinois 60631.

FACTUAL BACKGROUND

A. Tenant has entered into that certain lease agreement dated June 1, 1998, with LaSalle National Bank, successor to Columbia National Bank of Chicago, not individually, but as Trustee under Trust Agreement dated May 23, 1991 and known as Trust no. 01-3720 ("Landlord"), as Lessor, which lease agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as 7157 West Howard, Niles, Illinois 60714 and more particularly described on Exhibit A attached hereto and made a part hereof (said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are herein collectively referred to as the "Lease");

B. Mortgagee has made a loan to Landlord, which loan is secured in part by the first lien of a mortgage from Landlord to the Mortgagee (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage") on the Property; which Mortgage is dated June 25, 1991 and was recorded in the Office of the Recorder of Deeds for Cook County on July 2, 1991 as document no. 91326585, as modified by Modification Agreement dated July 1, 1996 and recorded August 14, 1996 as document No. 96620916; and

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C. As a condition precedent to induce Tenant to enter into the Lease, Landlord has agreed to obtain Mortgagee's grant of nondisturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon.

2. Attornment. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. Nondisturbance. Mortgagee, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that if Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Lease, that: (a) Tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party; (b) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (c) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

4. Mortgagee's Consent. By executing this Agreement, Mortgagee hereby consents to the Lease of the Premises in accordance with its terms and conditions. This consent is limited to the Lease and does not apply to any modification of or amendment to the Lease.

5. Landlord's Default. Tenant hereby agrees to provide Mortgagee with written notice of any casualty damage to the Premises and any default under the Lease by Landlord and to provide Mortgagee the greater of (a) thirty (30) days or (b) such reasonable period of time as is necessary

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thereafter to cause such damage to be repaired (if Landlord is obligated under the Lease to repair or cause such damage to be repaired) or to remedy such default, as the case may be, prior to exercising any right or remedy of Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

6. Estoppel Certificate. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee within ten business (10) days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Premises which Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party.

7. Notice. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

9. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

10. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

TENANT:

RESURRECTION HEALTH CARE CORPORATION, an Illinois not-for-profit corporation

MORTGAGEE:

LaSALLE BANK, N.A., a national banking association

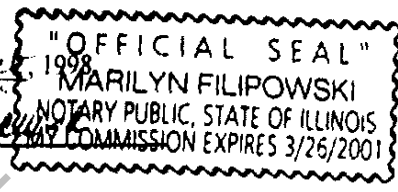
By: [Signature]
Name: JOSEPH F. TOORNEY
Title: President of R.H.C.C.

By: [Signature]
Name: John M. Tofano
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, MARILYN FILIPOWSKI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN M. TOFANO, personally known to me to be the VICE President of LaSALLE BANK, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1998.
My commission expires: 3/26/2001
[Signature]
Notary Public [Seal]



STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, ROSEMARY MILANO, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph F. Toorney, personally known to me to be the President of RESURRECTION HEALTH CARE CORPORATION, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of July, 1998.
My commission expires: 3-29-99
[Signature]
Notary Public [Seal]



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EXHIBIT A

Lots 6, 7, 8, 9 and 10 in Block 18 in Hulbert's Milwaukee Avenue Subdivision, a subdivision of Lot 1 in Superior Court Partition of the North 648 feet of that part of the Southwest Fractional 1/4 of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, lying between the center lines of Milwaukee Avenue and North Branch Road in Cook County, Illinois. Excepting therefrom the following parcel: That part of Lot 10 in Block 18 in Hulbert's Milwaukee Avenue Subdivision, a subdivision of Lot 1 in Superior Court Partition of the North 648 feet of that part of the Southwest Fractional 1/4 of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, lying between the center lines of Milwaukee Avenue and North Branch Road in Cook County, Illinois, bounded and described as follows: Beginning at a point on the West line of said Lot 10, 7 feet South of the Northwest corner thereof (said point being also on the South line of Howard Street, as widened); thence East along a line parallel to and 7 feet South of the North line of said Lot 10 (said line being also the South Line of Howard Street), a distance of 15 feet to a point; thence Southwesterly along a straight line, a distance of 21.50 feet to a point on the West line of said Lot 10, said point being 15 feet South of the point of beginning (as measured along the West line of said Lot 10); thence North along the West line of said Lot 10, a distance of 15 feet to the point of beginning, and also excepting the North 7 feet of Lots 6, 7, 8, 9 and 10 in said Block 18 dedicated for Howard Avenue by Document 10,076,875.

Property Address: 7157 West Howard Street
Niles, Illinois 60714

Permanent Index Number: 10-30-300-001 to 005

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