

FOR RECORDER'S USE ONLY

6329/0221 63 001 Page 1 of 10
1999-07-14 14:02:32
Cook County Recorder - 39.00

99674029

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 Cook County Recorder 39.00

**ATTORNMEN, SUBORDINATION AND NONDISTURBANCE AGREEMENT -
GOLDEN AGE RETIREMENT HOMES, LLC**

This Agreement is dated as of JUNE 15, 1999 and is made by and between **Golden Age Retirement Homes, LLC** ("Tenant") and **FIRST MIDWEST BANK, N.A.** ("Lender").

PREAMBLE

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), Retirement Residences of America, IV, LP (the "Landlord"), the owner of the property more fully described on Exhibit "A" attached hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has requested Lender to provide financing (the "Financing") from time to time to Landlord, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to provide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Representations Regarding Lease.** Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.

2. Attornment. Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such third person be (a)

liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the Financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.

5. Amendment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

6. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

8. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

ATTEST:

FIRST MIDWEST BANK, N.A.

By: _____

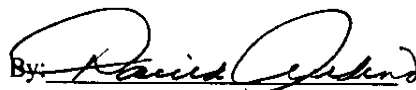
By: _____

Title: _____

Title: _____

ATTEST:

GOLDEN AGE RETIREMENT HOMES, LLC
(Tenant)

By: 

By: 

Title: Secretary

Title: PRESIDENT

UNOFFICIAL COPY

99674029

liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

ATTEST:

By: Lawrence W. Decker
Title: Senior Vice President

FIRST MID WEST BANK, N.A.

By: [Signature]
Title: Assistant Vice President

ATTEST:

By: _____

Title: _____

GOLDEN AGE RETIREMENT HOMES, LLC
(Tenant)

By: _____

Title: _____

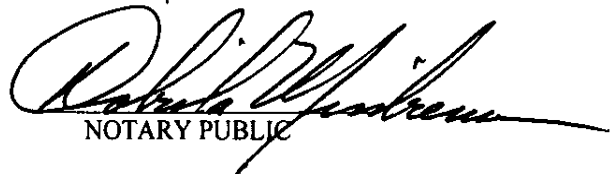
TENANT

If a limited liability company:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT ~~DANIEL MISSBRENNER~~ personally known to me to be a Manager of Golden Age Retirement Homes, LLC, 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 Manager such person signed and delivered the aforesaid instrument pursuant to the authority given by the Operation Agreement of said Limited Liability Company as such person's free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of June, A.D., 1999.


NOTARY PUBLIC

My Commission Expires:



LENDER

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

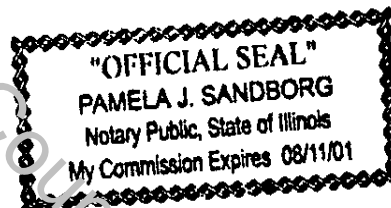
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Scott Lesser, Assistant Vice President and Lawrence Walther, Senior Vice President of FIRST MIDWEST BANK, N.A. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Senior Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of JUNE A.D., 1999.

Pamela J. Sandborg
 NOTARY PUBLIC

My Commission Expires:

[SEAL]



UNOFFICIAL COPY
CHICAGO TITLE INSURANCE COMPANY
CONSTRUCTION LOAN POLICY (1992)
SCHEDULE A (CONTINUED)

99674029

POLICY NO.: 1401 007803388 31

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 11, 12, 23, 24 AND 25 IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6 AND LOTS 15 TO 23 INCLUSIVE, LOTS 32 TO 37 INCLUSIVE, LOTS 42, 43, 48, 49, 50, 55, 56 AND 57 TOGETHER WITH VACATED STREETS BETWEEN SAID LOTS 2, 3, AND 4 ALL IN WHITESIDE AND CO'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: ALL OF THE NORTH AND SOUTH VACATED ALLEY EAST OF AND ADJOINING LOTS 11 AND 12 AND WEST OF AND ADJOINING LOTS 23, 24 AND 25 IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3: THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY SOUTH OF AND ADJOINING LOT 12, LOT 23 AND THE VACATED NORTH SOUTH ALLEY BETWEEN LOT 12 AND LOT 23 ALL IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 4: THAT PART OF LOTS 1 TO 10 INCLUSIVE LYING SOUTH OF A LINE 100 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE, 15 TO 23 INCLUSIVE, 32 TO 37 INCLUSIVE AND LOTS 42, 43, 48, 49, 50, 55, 56 AND 57 TOGETHER WITH VACATED STREETS BETWEEN LOTS 2, 3 AND 4 ALL IN J. H. WHITESIDE AND CO'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 5: ALL OF THE EAST AND WEST VACATED ALLEY NORTH OF AND ADJOINING LOT 11, LOT 25 AND THE VACATED NORTH SOUTH ALLEY BETWEEN LOT 11 AND LOT 25, AND SOUTH OF AND ADJOINING THAT PART OF LOTS 1 TO 10 INCLUSIVE LYING SOUTH OF A LINE 100 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 6:

A TRACT OF LAND CONSISTING OF PARTS LOTS 1 THROUGH 10, IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE, 15 TO 23 INCLUSIVE, 32 TO 37 INCLUSIVE AND LOTS 42, 43, 48, 49, 50, 55, 56 AND 57 TOGETHER WITH VACATED STREETS BETWEEN SAID LOTS 2, 3 AND 4 ALL IN WHITESIDE AND CO'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF THE SOUTHWEST-NORTHEAST ALLEY LYING

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

EXH. A

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY
CONSTRUCTION LOAN POLICY (1992)
SCHEDULE A (CONTINUED)****99674029**

POLICY NO.: 1401 007803388 D1

SOUTHERLY OF AND ADJACENT TO SAID LOT 1 IN BLOCK 7 IN THOMAS ROWAN'S SUBDIVISION, AFORESAID, VACATED BY DOCUMENT NO. 25284210, RECORDED DECEMBER 14, 1979, SAID TRACT LYING NORTH OF A LINE 100.00 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF MINNESOTA AND NORTHWESTERN RAILROAD COMPANY (ALSO KNOWN AS CHICAGO GREAT WESTERN RAILROAD) RIGHT OF WAY EXCEPT THAT PART THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED CURVED LINE; COMMENCING AT THE NORTHERLY CORNER OF LOT 1 IN BLOCK 7 IN THE AFORESAID THOMAS ROWAN'S SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF BUTTERFIELD ROAD WITH THE SOUTHERLY LINE OF THE FORMER MINNESOTA AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY, THENCE NORTH 82 DEGREES 08 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF SAID MINNESOTA AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY, 25.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 15 MINUTES 28 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 59.82 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.30 FEET, AN ARC DISTANCE OF 79.13 FEET TO POINT ON THE SOUTHEASTERLY LINE OF BUTTERFIELD ROAD AND THE TERMINUS OF SAID LINE, SAID TERMINUS POINT BEING 35.26 FEET SOUTHWESTERLY FROM THE POINT OF COMMENCEMENT WHEN MEASURED ALONG SAID SOUTHWESTERLY LINE OF BUTTERFIELD ROAD, ALL IN COOK COUNTY, ILLINOIS.

15-08-426-002-0000
15-08-426-003-0000
15-08-426-004-0000
15-08-426-005-0000
15-08-426-006-0000
15-08-427-031-0000

Address: 4329 Butterfield Road, Hillside, IL

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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EXHIBIT B TO
ATTORNMENMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT

Property of Cook County Clerk's Office

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EXHIBIT B TO
ATTORNMENMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT

NONE

Property of Cook County Clerk's Office

UNOFFICIAL COPY**99674029****EXHIBIT B TO
ATTORNMEN, SUBORDINATION AND NONDISTURBANCE AGREEMENT**

Commercial Lease dated June 1, 1999 between Retirement Residences of America IV, L.P., as Lessor and Golden Age Retirement Homes, L.L.C., as Lessee

Property of Cook County Clerk's Office