

8728\029

194668

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

95 SEP -5 PM 2:37

95051895

ATTORNMEN<sup>T</sup>, SUBORDINATION AND  
NONDISTURBANCE AGREEMENT - NORTH LAKE NURSING AND REHABILITATION CENTER, L.L.C.

MARSHALL TOWNSEND  
LAKE RECORDER

This Agreement is dated as of Sept 1, 1995 and is made by and between NORTH LAKE NURSING AND REHABILITATION CENTER, L.L.C. ("Tenant") and COLE TAYLOR BANK ("Lender").

P R E A M B L E:

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"), Merrillville Health Properties, L.L.C. (the "Landlord"), the owner of the property more fully described on Exhibit A attached hereto ("Property") leased to Tenant all of the Property. Landlord has requested Lender to provide financing (the "Financing") from time to time to Merrillville Health Properties, L.L.C., North Lake Nursing and Rehabilitation Center, L.L.C., Clark-Mount Health Properties, L.L.C., East Chicago Nursing & Rehabilitation Center, L.L.C., East Chicago Nursing Home, L.L.C. and Lake County Nursing and Rehabilitation Center, L.L.C., 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) 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

TICOR TITLE INSURANCE  
Crown Point, Indiana



23.7  
71

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.

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

ATTEST:

NORTH LAKE NURSING AND REHABILITATION CENTER, L.L.C.

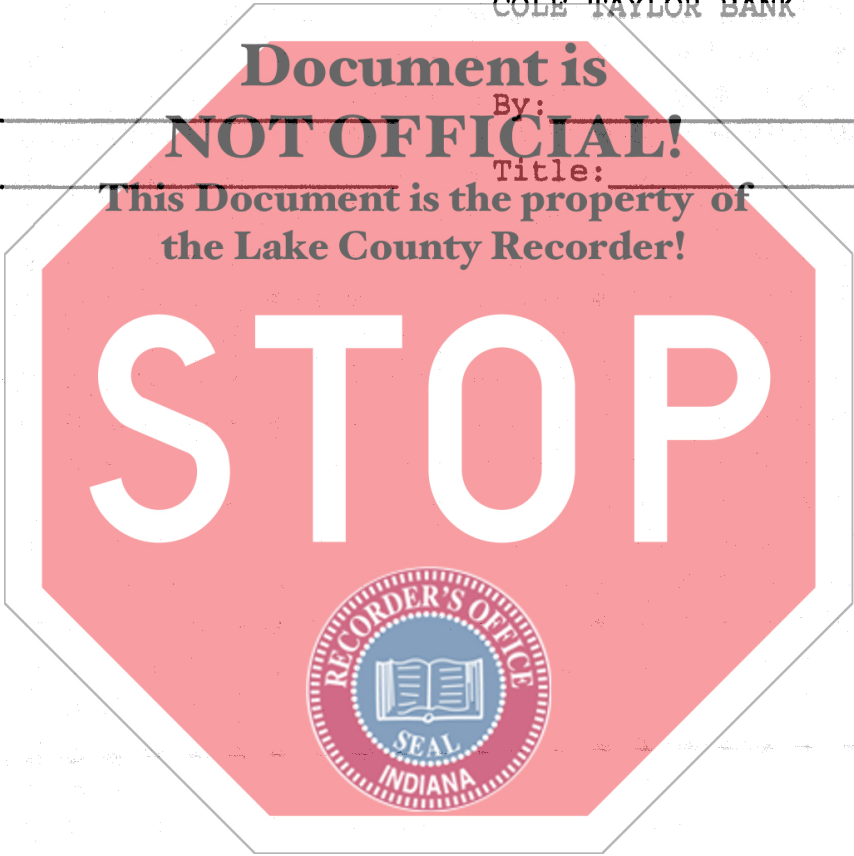
By: Thomas B. Hein  
Title: Manager

By: Eric Rothner  
Name: Eric Rothner  
Title: Manager

ATTEST:

COLE TAYLOR BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_



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

ATTEST:

NORTH LAKE NURSING AND  
REHABILITATION CENTER, L.L.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Manager

Name:

Title: Manager

ATTEST:

COLE TAYLOR BANK

By: Neale Grpentrog  
Neale Grpentrog

By: Handall B. Soderman  
Handall B. Soderman

Title: Sr. V.P.

Title: \_\_\_\_\_

Document is

**NOT OFFICIAL**

This Document is the property of  
the Lake County Recorder!

**STOP**



**TENANT**

ILLINOIS  
STATE OF ~~INDIANA~~  
COUNTY OF COOK ) SS.

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Eric A. Rothner, and Thomas B. Hein, of NORTH LAKE NURSING AND REHABILITATION CENTER, L.L.C. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

Manager and Manager 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 Corporation, for the uses and purposes therein set forth; and said person, as custodian of said company, did affix the corporate seal of said Company to said instrument as such person's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of Sept., A.D., 1995.

Anna Maria B  
NOTARY PUBLIC



My Commission Expires:

5/7/97  
[S E A L]

"OFFICIAL SEAL"  
ANNA MARIA BERNARDI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/7/97



(Lakecrest)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL 1:** The Northwest 1/4 of the Northeast 1/4 of Section 9, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, except the North 733.33 feet thereof.

**PARCEL 2:** The East 210 feet of the West 726 feet of the North 733.33 feet of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, except the North 50 feet taken for road purposes.

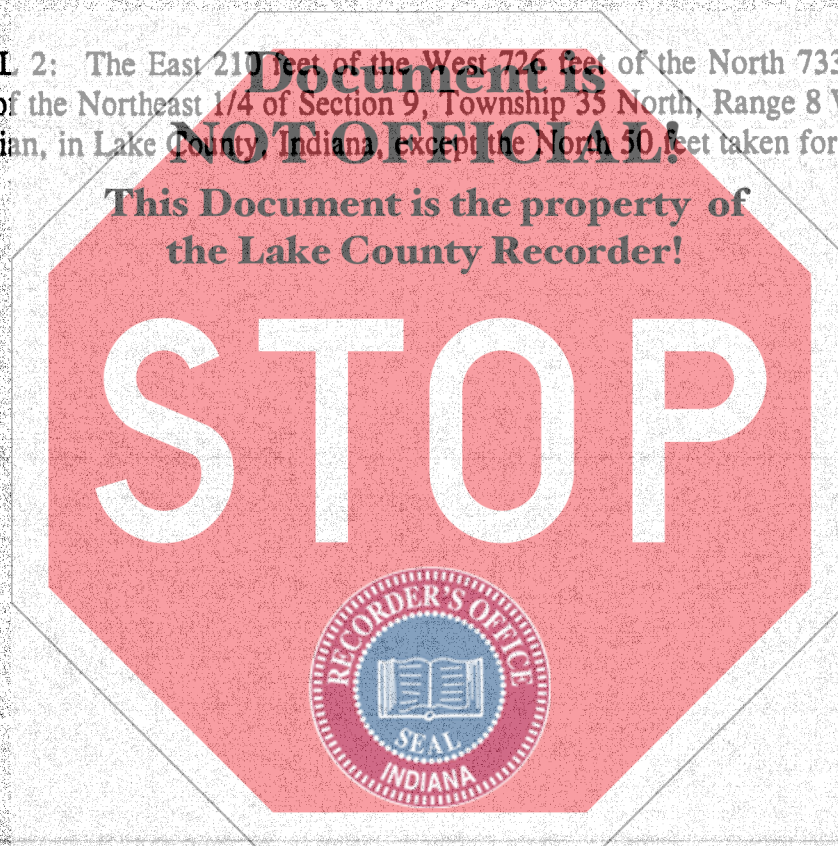


EXHIBIT B TO  
ATTORNMEN, SUBORDINATION AND NONDISTURBANCE AGREEMENT

1. Lease Agreement dated 9/1, 1995 between Landlord  
and Tenant with respect to the Property.

