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SUBORDINATION AGREEMENT

MAIL TO: Stephen R. Dawson
National Covenant Properties
8303 West Higgins Road
Chicago, IL 60631

NAME AND ADDRESS OF PREPARER:

Christopher W. Cramer
Erickson-Papanek-Peterson-Rose
1625 Shermer Road
Northbrook, IL 60062



Doc#: 1421015131 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/29/2014 02:47 PM Pg: 1 of 8

Above Space for Recorder's use only

THIS SUBORDINATION AGREEMENT (the "Subordination") is made this ^{July} 22 day of ~~June~~, 2014, by and among NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation ("Lender"); MIDWEST REAL ESTATE GROUP, INC., an Illinois corporation, for itself and as agent for NEW ZION CHRISTIAN FELLOWSHIP CHURCH, a/k/a NEW ZION COVENANT, an Illinois not for profit corporation (collectively the "Owner"); and HABIBEH ARWA HAMED and DISCOUNT CORNER (collectively "Tenant").

WITNESSETH:

WHEREAS, the Owner is the owner and holder of fee simple title in and to that certain real estate and improvements thereon (the "Premises") situated in the State of Illinois, and more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Owner and Tenant have entered into that certain lease dated as of April 1, 2009, as subsequently amended and modified, affecting the Premises, the terms of which have been previously provided to Lender (the "Lease"); and

WHEREAS, the Owner has requested certain financing from Lender in an original principal amount of \$1,500,000.00 (the "Loan"), which Loan is conditioned by Lender upon Tenant subordinating Tenant's Lease to Lender's Mortgage (the "Mortgage"), Assignment of Rents, and other security interest (herein collectively referred to as the "Security Instruments") dated of even date herewith to Lender granting a security interest in Owner's assets, including the Premises, as described in the Mortgage and Security Instruments.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. The recitals hereto are hereby incorporated by reference.
2. Tenant and Owner hereby certify, represent, warrant, confirm, covenant and agree for the benefit of Lender as follows:

(a) Tenant is the Tenant as such term is defined in the Lease; the Lease is in full force and effect; the Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner; the Lease constitutes a complete statement of the agreements, covenants, terms, and conditions of Tenant and Borrower with respect to the Premises; and there are no other agreements or understandings between Owner or Tenant with respect to the Premises.

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(b) The Lease and all of Tenant's right, title and interest in and to the Lease and the Premises are and shall at all times be subject and subordinate in all respects to the terms, conditions, and provisions of the Mortgage and Security Instruments and to all renewals, modifications, and extensions thereof.

(c) Without Lender's prior consent, Owner will not (a) modify or in any manner alter the agreements, covenants, terms, or conditions of the Lease; (b) waive or release performance of any obligation under the Lease or under any amendment, modification, supplement, or addendum to the Lease; (c) accept surrender or abandonment of the Lease, or cancellation or termination of the Lease other than in accordance with its terms, conditions, and provisions; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance; or (e) accept waiver of or release from the performance of any obligations under the Lease if any such modification, waiver, surrender, abandonment, cancellation, termination, waiver or release would materially and adversely affect the financial condition of Owner or the Property or Owner's ability to timely pay its debts as they come due.

(d) From time to time upon request, Tenant will timely execute and deliver estoppel letters to Lender or Lender's designees or assigns, including any instrument that may be necessary or appropriate to evidence Tenant's attornment pursuant to this Agreement.

(e) Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises, and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease except to Lender.

2. No duty or responsibility is imposed upon Lender by reason of the execution of this Subordination to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Owner.

3. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Owner under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender, and Tenant agrees that unless and until Lender elects to terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be affected in any way by any proceeding.

4. In the event that the Mortgage is foreclosed for any reason, or in the event that Lender acquires the Premises by a foreclosure proceeding or deed in lieu of foreclosure, and Lender does not elect to terminate the Lease, Lender will succeed to the interest of Owner under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Owner under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Owner in connection with the Loan. To the extent of the then remaining balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attornment shall be the same as now set forth in the Lease.

5. In the event that Lender succeeds to the rights of Owner as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord, including Owner; (b) subject to any offsets or defenses which Tenant may have against any prior landlord, including Owner; (c) bound by any rent or additional rent that Tenant might have paid more than thirty (30) days in advance; (d) bound by any amendment, modification, supplement, or addendum to the Lease made without Lender's written consent; (e) bound by any Lease provisions with respect to landlord's obligation to complete, or advance funds with regard to, any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

6. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. This Agreement may not be assigned by Owner or Tenant. All references to "Lender" shall be deemed to include not only Lender but Lender's successors and assigns, including any purchaser at a foreclosure sale.

7. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease or Mortgage. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Owner and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause within twenty (20) days after the execution of this Agreement and complete copies of such insurance policies upon request by Lender.

8. Whenever Owner or Tenant shall give notice to the other of a breach of any of the conditions, covenants or provisions of the Lease, Owner and Tenant agree to promptly send a copy of such notice to Lender at such address designated by

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Lender from time to time, and if not so designated, then to: National Covenant Properties, Attn: Stephen R. Dawson, 8303 West Higgins Road, Chicago, Illinois 60031.

9. Owner and Tenant represent and warrant that as of the date of this Agreement there are not breaches of any of the covenants, conditions or provisions of the Lease.

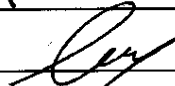
10. Notwithstanding the terms of the Lease, in the event of a breach of any of the covenants, conditions, or provisions of the Lease by Owner Tenant agrees that Lender shall have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

11. This document may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument with the same effect as if all parties had signed the same signature page. Any signature page of this document may be detached from any counterpart and be reattached to any other counterpart identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, the parties have caused this Subordination to be executed as of the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

DISCOUNT CORNER

By Arwa Habibeh
Its President 

And _____

State of Illinois, County of Cook ss. Its _____

IMPRESS
SEAL
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARWA HABIBEH personally known to me to be the President of said corporation, and _____ personally known to me to be the _____ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of _____ of said corporation, as their 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 official seal, this 8 day of August 20 14.
Commission expires 08/15 20 17



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IN WITNESS WHEREOF, the parties have caused this Subordination to be executed as of the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

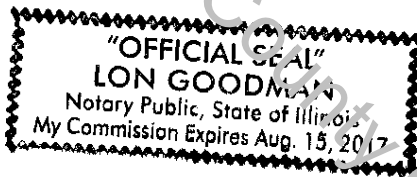
President
Habibeh Arwa Hamed

State of Illinois, County of WA ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Habibeh Arwa Hamed, 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 he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 8 day of July 2014.
Commission expires 08/15/17 20



Clerk's Office

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IN WITNESS WHEREOF, the parties have caused this Subordination to be executed as of the day and year first above written.

MIDWEST REAL ESTATE GROUP, INC., an Illinois corporation

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

By Phillie Davis
Its President

And _____

Its _____

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillie Davis personally known to me to be the President of said corporation, and Phillie Davis personally known to me to be the _____ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of _____ of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 22 day of July 2014

Commission expires 08/15 2017

[Signature]
NOTARY PUBLIC



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IN WITNESS WHEREOF, the parties have caused this Subordination to be executed as of the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

NEW ZION CHRISTIAN FELLOWSHIP CHURCH, a/k/a NEW ZION COVENANT, an Illinois no for profit corporation

By [Signature]

As PRESIDENT, ANDRE' RHODEN

And [Signature]

Its Secretary

State of Illinois, County of CUK ss.

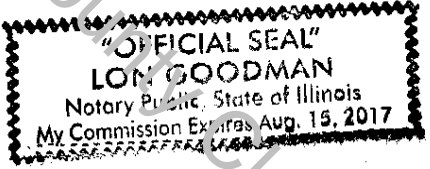
IMPRESS
SEAL
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andre Rhoden personally known to me to be the President of said corporation, and Tina Stringfellow personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their 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 official seal, this 22 day of July 2011

Commission expires 08/15 2017

NOTARY PUBLIC



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IN WITNESS WHEREOF, the parties have caused this Subordination to be executed as of the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation

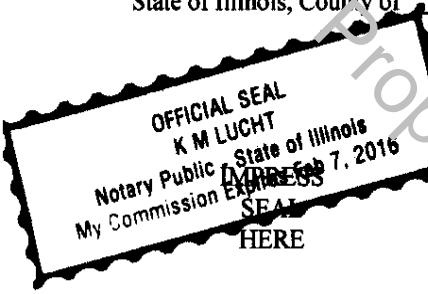
By [Signature]

Its President

And Jill A. Hall

Its Assistant Secretary

State of Illinois, County of Cook ss.



I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that STEPHEN R. DAWSON as PRESIDENT of NATIONAL COVENANT PROPERTIES and JILL A. HALL as ASSISTANT SECRETARY thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such PRESIDENT and ASSISTANT SECRETARY they signed and delivered the said instrument and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority given to the Board of DIRECTORS of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July 2014

Commission expires Feb 7 2016

This instrument was prepared by Christopher W. Cramer, Erickson-Paranek-Peterson-Rose, 1625 Shermer Rd., Northbrook, IL 60062
(Name and Address)

Mail this instrument to Stephen R. Dawson, National Covenant Properties, 5303 West Higgins Road,
(Name and Address)

Chicago, Illinois 60631
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 33 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 3 WITH A LINE DISTANT 91 FEET (AS MEASURED AT RIGHT ANGLES THERETO) NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL CENTER LINE OF PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY; THENCE NORTH 38 DEGREES 32 MINUTES 35 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 693.36 FEET TO A POINT; THENCE NORTH 51 DEGREES 27 MINUTES 25 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.66 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 52.85 FEET TO A LINE DISTANT 170.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID RAILROAD; THENCE SOUTH 38 DEGREES 32 MINUTES 35 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 276.38 FEET; THENCE NORTH 51 DEGREES 27 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 38 DEGREES 32 MINUTES 35 SECONDS EAST ON A LINE PARALLEL WITH THE CENTER LINE OF THE AFORESAID RAILROAD, A DISTANCE OF 136.18 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 0 DEGREES 29 MINUTES 34 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 314.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number (s):

29-03-304-012-0000; 29-03-304-013-0000;
29-03-304-020-0000; 29-03-304-022-0000;
29-03-304-024-0000; 29-03-304-027-0000;
and 29-03-304-029-0000

Address(es) of Real Estate:

14200 Chicago Road, Dalton, Illinois 60419