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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/01/2016 09:50 AM Pg: 1 of 10

Recorded at the Request of:
National Covenant Properties

When Recorded, mail to:
Stephen R. Dawson
National Covenant Properties
8303 West Higgins Road
Chicago, IL 60631

Prepared By:
Christopher W. Cramer
Erickson Peterson Cramer
1625 Shermer Road
Northbrook, IL 60062

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made effective as of the 25 day of October, 2016, by and among WESTERN AVENUE STORAGE LLC, a Delaware limited liability company ("Tenant"), JESUS PEOPLE, U.S.A., FULL GOSPEL MINISTRIES, an Illinois not for profit corporation ("Borrower"), and NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation ("Lender").

Recitals

WHEREAS, Lender is making or has made to Borrower (i) a secured mortgage loan as evidenced by that certain Loan and Security Agreement dated as of October 25, 2016 (the "Mortgage Loan"), which Mortgage Loan is secured by that certain Mortgage, Security Agreement, of Rents and Leases and Fixture Filing dated the same date as the Mortgage Loan, to be recorded in the Official Records of Cook County, Illinois (the "Mortgage"), and affecting that certain real property more fully described on the legal description which is attached hereto, made a part hereof, and labeled Exhibit "A" and all improvements thereon and appurtenances thereto (the "Property"), to or for the benefit of Mortgagor; and (ii) a secured revolving line of credit loan as evidenced by that certain Loan and Security Agreement dated as of October 25, 2016 (the "Revolving Loan"), which Revolving Loan is secured by that certain Mortgage, Security Agreement, of Rents and Leases and Fixture Filing dated the same date as the Revolving Loan, to be recorded in the Official Records of Cook County, Illinois (the "RLOC Mortgage"), which Mortgage Loan, Revolving Loan, Mortgage, and RLOC Mortgage affect the Property.

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WHEREAS, Borrower and Tenant entered into that certain Lease Agreement dated May 17, 2013, which Lease Agreement was amended as provided in that certain First Amendment to Lease Agreement dated August 1, 2014, executed by Borrower and Tenant (collectively with the Lease Agreement the "Lease") with respect to certain premises (the "Premises") which are part of the Property all as more particularly set forth in the Lease.

WHEREAS, in conjunction with the Lease, Borrower and Tenant entered into that certain Option Agreement and Right of First Offer dated May 17, 2013 (the "Option Agreement") affecting the Property.

WHEREAS, as a condition of Lender making the Mortgage Loan and Revolving Loan to Borrower, Lender requires that the rights and interests of Borrower and Tenant in and to the Property under the Lease and Option Agreement be subordinated to Lender's Mortgage and RLOC Mortgage, and that Borrower and Tenant enter into this Agreement relating to such subordination.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the loan, the parties do hereby agree as follows:

1. Tenant and Borrower 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, and Tenant is the Purchaser in the Option Agreement.

(b) The Lease is in full force and effect.

(c) The Option Agreement is in full force and effect.

(d) Lender has been provided a true and correct copy of the Lease as executed, and the Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner, except for the assignment of rents and leases under such Lease to Lender under the terms of the Mortgage Loan and Revolving Loan.

(e) Lender has been provided a true and correct copy of the Option Agreement as executed, and the Option Agreement has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner.

(f) The Lease and Option Agreement together with this Agreement constitute a complete statement of the agreements, covenants, terms, and conditions of Tenant and Borrower with respect to the Premises and Property, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or Property.

(g) The Lease and all rights of Tenant under the Lease are and shall at all times be subject and subordinate in all respects to the terms, conditions, and provisions of the Mortgage Loan, Revolving Loan, Mortgage, and Revolving Mortgage and to all renewals, modifications, and extensions thereof.

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(h) Without Lender's prior consent, Borrower will not (a) modify or in any manner alter the agreements, covenants, terms, or conditions of the Lease or Option Agreement; (b) waive or release performance of any obligation under the Lease or Option Agreement or under any amendment, modification, supplement, or addendum to the Lease or Option Agreement; (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.

(i) 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.

(j) Tenant has not subleased and Tenant has not assigned, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease or Option Agreement, and Tenant will not sublease or assign, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease or Option Agreement except as provided in the Lease or Option Agreement, as applicable, provided, however, Tenant shall provide written notice to Lender, at the address provided pursuant to Section 8 of this Agreement, of any sublease or assignment of all or any portion of the Lease or Option Agreement at least ten (10) days prior to the effective date of such sublease or assignment.

2. The Lease and Option Agreement and all rights of Tenant under the Lease and Option Agreement are and shall at all times be subject and subordinate in all respects to the terms, conditions, and provisions of the Mortgage Loan, Revolving Loan, Mortgage, and Revolving Mortgage and to all renewals, modifications, and extensions thereof, subject to the terms of this Agreement.

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

4. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Borrower under the terms of the Lease and Option Agreement, and Lender will not, except as may be permitted under the terms of the Lease or Option Agreement, respectively, and provided Tenant is not in default of any provisions of the Lease or Option Agreement or this Agreement (after written notice and the expiration of the applicable cure period, if any) (i) terminate the Lease or Option Agreement; or (ii) disturb Tenant's possession of the Premises by the termination, foreclosure or other proceeding of enforcement of the Mortgage and/or RLOC Mortgage; and the Lease and Option Agreement shall remain in full force and effect in accordance with its terms. 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 foreclosure proceeding is brought by Lender or Lender accepts a deed in lieu thereof with respect to the Mortgage and/or RLOC Mortgage, and Tenant agrees that the Lease will not be affected in any way by any such proceeding or deed in lieu thereof, except in the event of a termination of either the Lease or Option Agreement or both as described herein. Tenant further expressly agrees that the succession of Borrower by Lender in the event of a foreclosure proceeding or deed in lieu thereof does not constitute a sale or other conveyance under the Option Agreement obligating Borrower or Lender to provide notice to Tenant under the terms of the Option Agreement with respect to Tenant's Right of First Offer.

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5. In the event that the Mortgage and/or RLOC 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 the Lease or Option Agreement or both, as applicable, are not terminated as a result of Tenant's default as described in Section 3, above, Lender will succeed to the interest of Borrower under the Lease and the Option Agreement, respectively, and Tenant will be bound to Lender under all of the terms of the Lease and Option Agreement for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease and Seller under the Option Agreement, as applicable. 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 Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower 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.

6. In the event that Lender succeeds to the rights of Borrower as landlord under the Lease or as seller under the Option Agreement, Lender shall not be (a) liable for any act or omission of any prior landlord or seller, including Borrower, that occurred prior to the date Lender obtains possession of the Premises, but may be liable for any act or omission of Lender as landlord occurring subsequent to Lender succeeding to the rights of Borrower as landlord under the Lease or as seller under the Option Agreement in accordance with the terms of the Lease or Option Agreement, as applicable and applicable law, provided Tenant has first provided to Lender, subsequent to the date Lender succeeds to the interests of Borrower in the Lease or Option Agreement as described herein, any and all written notices required under the Lease, Option Agreement or applicable law, and Lender has failed to cure, if applicable, within the permitted time period specified in the Lease, Option Agreement or applicable law after receiving such written notice(s); (b) subject to any offsets or defenses which Tenant may have against any prior landlord, including Borrower, but may be subject to offsets or defenses of Tenant arising subsequent to the date Lender succeeds to the rights of Borrower as landlord under the Lease or as seller under the Option Agreement as a result of the acts or omissions of Lender under the Lease or Option Agreement occurring subsequent to the date Lender succeeds to Borrower's rights under the Lease or Option Agreement as described herein provided Tenant has first provided to Lender, subsequent to the date Lender succeeds to the interests of Borrower in the Lease or Option Agreement as described herein, any and all written notices required under the Lease, Option Agreement or applicable law, and Lender has failed to cure, if applicable, within the permitted time period specified in the Lease, Option Agreement or applicable law after receiving such written notice(s); (c) bound by any rent or additional rent that Tenant might have paid more than thirty (30) days in advance made without Lender's prior written approval; (d) bound by any amendment, modification, supplement, or addendum to the Lease or Option Agreement made without Lender's written approval; (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.

7. 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 Borrower or Tenant. All references to "Lender" shall be deemed to include not only Lender but its successors and assigns, including any purchaser at a foreclosure sale.

8. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease, Mortgage or RLOC 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. Borrower 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.

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9. Whenever Borrower or Tenant shall give notice to the other of a breach of any of the conditions, covenants or provisions of the Lease, Borrower and Tenant agree to promptly send a copy of such notice to Lender at 8303 West Higgins Road, Chicago, Illinois 60631, with copy to Erickson Peterson Cramer, Attn: Christopher Cramer, 1625 Shermer Road, Northbrook, Illinois 60062, or such other address as Lender may designate from time to time in writing to Borrower and Tenant.

10. Borrower 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 or Option Agreement.

11. Notwithstanding the terms of the Lease, in the event of a breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Lender may, at Lender's option and cost, cure said breach on Borrower's behalf within thirty (30) days from the date Lender receives from Tenant a copy of the written notice of such breach that was delivered by Tenant to Borrower or such reasonable period of time thereafter as may be necessary to cure such breach, provided that Lender promptly commences a cure and diligently pursues a cure to completion. Notwithstanding the foregoing, if such breach by Borrower under the Lease materially adversely affects Tenant's use of the Premises or materially adversely affects or prevents access to the Premises or use of the parking areas, or poses an imminent danger to persons or property, the time period for Lender to cure or commence such cure on Borrower's behalf shall be reduced to three (3) days after Lender's receipt from Tenant of a copy of the written notice of such breach that was delivered by Tenant to Borrower. In the event Lender must first secure title to the Premises from Borrower through a foreclosure or other enforcement proceeding or deed in lieu thereof, commencement of such Lender's cure shall be deemed to have occurred upon the date Landlord files the complaint in such enforcement proceeding or the date Borrower executes the deed of lieu thereof, whichever is applicable. In the event Lender fails to cure within the time period set forth above, Tenant shall have, and may pursue, after the expiration of the time to cure provided to Lender under this Section 11 of this Agreement, Tenant's remedies set forth in Section 21.2 of the Lease.

12. Tenant's Notice Address as defined under the Lease and the Option Agreement is and shall be:

Western Avenue Storage, LLC
c/o HAN Capital, LLC
7300 North Cicero Avenue
Lincolnwood, Illinois 60712
Attn: Alex Turik and Nik Turik

13. 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. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns, including without limitation any subsequent holder of the note evidencing the Mortgage Loan and/or the RLOC Loan or the Mortgage or RLOC Mortgage.

[Signatures on Following Pages]

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In WITNESS WHEREOF, the parties have made this Agreement effective as of the date first set forth above.

JESUS PEOPLE, U.S.A., FULL
GOSPEL MINISTRIES, an Illinois not for
profit corporation

By: [Signature]
Name: Tim Beck
Title: President

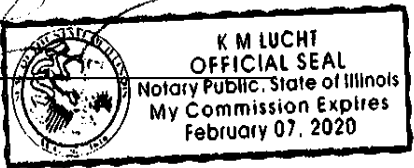
And: _____
Name: _____
Title: _____

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Tim Beck, the President, and _____, the _____, of JESUS PEOPLE, U.S.A., FULL GOSPEL MINISTRIES, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of October, 2016.

[Signature]
Notary Public



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In WITNESS WHEREOF, the parties have made this Agreement effective as of the date first set forth above.

WESTERN AVENUE STORAGE LLC, a Delaware limited liability company

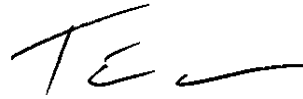
By: 
Alexander Turik, Co-Manager

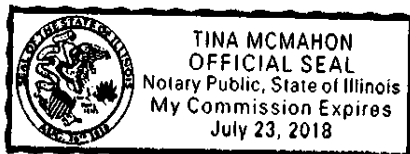
By: 
Nikita Turik, Co-Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Alexander Turik, and Nikita Turik, the Co-Managers of WESTERN AVENUE STORAGE LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 05th day of October, ___2016.


Notary Public



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In WITNESS WHEREOF, the parties have made this Agreement effective as of the date first set forth above.

NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation

By *Stephen R. Dawson*

~~Stephen R. Dawson, President~~
~~ROBERT M. HALL, VICE PRESIDENT~~

And *Jill A. Hall*

Jill A. Hall, Secretary

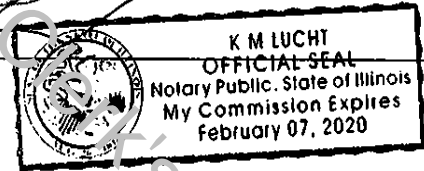
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ROBERT M. HALL VICE

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 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 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 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 25 day of OCTOBER, 2016.

K M Lucht
Notary Public



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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF LOT 20 IN THE SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF A LINE DRAWN PARALLEL TO AND 360.5 FEET NORTH OF THE NORTH LINE OF GEORGE STREET AND WHICH LIES WEST OF A LINE DRAWN PARALLEL TO AND 305 FEET WEST OF THE WEST LINE OF WESTERN AVENUE AS SAID WESTERN AVENUE EXISTED BEFORE BEING WIDENED (EXCEPT FROM SAID PREMISES THAT PART THEREOF CONVEYED TO WARD T. HUSTON BY DEED DATED APRIL 12, 1910, AND RECORDED ON APRIL 15, 1910, AS DOCUMENT NUMBER 4542953 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY THE NORTH BRANCH OF THE CHICAGO RIVER, ON THE WEST BY THE WEST LINE OF SAID LOT, ON THE SOUTH BY THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 AFORESAID AND ON THE SOUTHEAST AND EAST BY A LINE COMMENCING AT A POINT ON THE SAID SOUTH BOUNDARY LINE 33 FEET EAST OF THE WEST LINE OF SAID LOT 20, RUNNING THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 20 AND 60 FEET NORTH OF SAID BOUNDARY LINE AND THENCE NORTH TO THE NORTH BRANCH OF THE CHICAGO RIVER,) ALSO EXCEPT THAT PART THEREOF IF ANY, DEDICATED FOR WATER WAY BY INSTRUMENT OR PLAT RECORDED FEBRUARY 6, 1890 AS DOCUMENT NUMBER 1219138, ALSO EXCEPT THAT PART COVERED BY THE WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALSO EXCEPT THAT PART FROM SAID PREMISES THESE PARTS THEREOF TAKEN FOR STREETS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 20 IN SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 360.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF GEORGE STREET AND EAST OF A LINE 305 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF WESTERN AVENUE AS SAID WESTERN AVENUE EXISTED BEFORE WIDENING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 20 IN THE SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: COMMENCING AT A POINT 33 FEET EAST OF THE WEST LINE OF SAID LOT 20 ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 AFORESAID, THENCE NORTH ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 20 TO THE NORTH LINE OF WEST WELLINGTON AVENUE, PRODUCED EAST, THENCE EAST ALONG SAID NORTH LINE TO THE INTERSECTION OF SAID LINE WITH A LINE RUNNING BETWEEN THE POINT OF ORIGIN AND A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 20 AND 60 FEET NORTH OF THE SOUTH LINE OF NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, AFORESAID; THENCE SOUTHWEST ALONG SAID LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THAT PART OF LOT 20 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT PARTITION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF WESTERN AVENUE (BEING A LINE DRAWN 33.00 WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 20 AFORESAID), AT A POINT 360.00 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF WESTERN AVENUE WITH THE NORTH LINE OF GEORGE STREET; THENCE SOUTH ALONG THE WEST LINE OF WESTERN AVENUE, 100 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF GEORGE STREET, 305 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF WESTERN AVENUE, 100 FEET; THENCE EAST 305 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR WIDENING OF WESTERN AVENUE), IN COOK COUNTY, ILLINOIS.

Parcel Identification Number(s): 13-25-222-006-0000;
13-25-222-010-0000; and
13-25-222-012-0000

Property Address: 2646 – 2650 North Western Avenue, Chicago, Illinois 60618; and
2965 North Campbell, Chicago, Illinois 60618