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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/05/2018 10:29 AM Pg: 1 of 8

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
100 North Field Drive, #320
Lake Forest, IL 60045

AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

2nd *16030316 CT SK*
This AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Amendment") is made effective as of the 29 day of January, 2018, 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, Tenant, Borrower, and Lender entered into that certain Subordination, Non-Disturbance and Attornment Agreement dated effective as of the 26th day of October, 2016, and recorded November 1, 2016, as Document No. 1630656076, in the Official Records of Cook County, Illinois (the "SNDA").

WHEREAS, Borrower has requested from Lender that Lender make an additional advance in an amount equal to ONE MILLION FIFTY THOUSAND and NO/100 DOLLARS (\$1,050,000.00) (the "Advance") under the Revolving Loan and secured under the RLOC Mortgage, such that the principal amount of the Revolving Loan as secured by the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 25, 2016, and recorded November 11, 2016, as Document No. 1636065077, in the Official Records of Cook County, Illinois (the RLOC Mortgage), shall be and is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$1,750,000.00).

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WHEREAS, Lender is agreeable to making such Advance and modifying the Revolving Loan pursuant to that certain Modification of Loan and Security Agreement dated of even date herewith (the "Loan Modification Agreement") and RLOC Mortgage pursuant to that certain Modification of Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated of even date herewith (the "RLOC Mortgage Modification") to be recorded in the Official Records of Cook County, Illinois, to account for the Advance, provided, however, Lender, as a condition of making the Advance and executing the Loan Modification Agreement and RLOC Mortgage Modification, requires that the SNDA be modified such that the rights and interests of Borrower and Tenant in and to the Property under the Lease and Option Agreement be subordinated to RLOC Mortgage, as modified pursuant to that certain RLOC Mortgage Modification.

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. The Recitals set forth above are hereby incorporated into this Section 1 of this Amendment as though fully set forth in this Section 1, and are hereby made a part of this Amendment.
2. All certifications, representations, warranties, confirmations, covenants, and agreements made by Tenant and/or Borrower for the benefit of Lender under the SNDA are hereby reaffirmed and confirmed to be true and correct and restated in this Amendment with the same force and effect as though fully set forth herein and are made effective as of the date of this Amendment.
3. The Revolving Loan, as defined in the SNDA, means the Revolving Loan, as defined in the SNDA, as modified by the Revolving Loan Modification Agreement.
4. The RLOC Mortgage, as defined in the SNDA, means the RLOC Mortgage, as defined in the SNDA, as modified by the RLOC Mortgage Modification.
5. 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 Advance, the Revolving Loan and Revolving Mortgage, each as modified by the Revolving Loan Modification Agreement and the RLOC Mortgage Modification, and to all renewals, modifications, and extensions thereof, subject to the terms of this Agreement.
6. 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, 100 North Field Drive, #320, Lake Forest, Illinois 60045, or such other address as Lender may designate from time to time in writing to Borrower and Tenant.

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7. Borrower and Tenant represent and warrant that as of the date of this Amendment there are not breaches of any of the covenants, conditions or provisions of the Lease or Option Agreement.
8. All capitalized terms not otherwise defined in this Agreement shall have the meaning as assigned in the SNDA. To the extent any provisions of this Amendment conflict with any provisions of the SNDA, the terms of this Amendment shall and do control.
9. 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 Amendment 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 Amendment 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 Bock
Title: President

And: Tiana Coleman
Name: Tiana Coleman
Title: Vice-president

STATE OF Ill.
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Tim Bock, the President, and Tiana Coleman the Vice-president, 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 29 day of January, 2018.

Maricela Nunez
Notary Public



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

WESTERN AVENUE STORAGE LLC, a Delaware limited liability company

By: *Alexander Turik*
Alexander Turik, Co-Manager

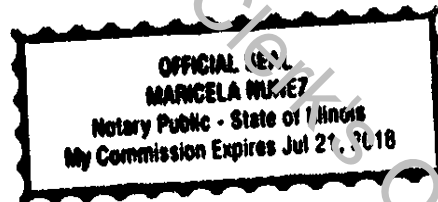
By: *Nikita Turik*
Nikita Turik, Co-Manager

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 29 day of January, 2018.

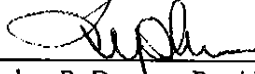
Maricela Nunez
Notary Public

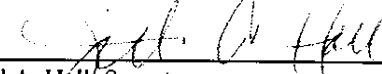


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In WITNESS WHEREOF, the parties have made this Amendment effective as of the date first set forth above.

NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation

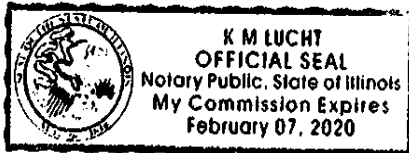
By 
Stephen R. Dawson, President

And 
Jill A. Hall, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

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 31 day of January, 2018.




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: 2946 – 2950 North Western Avenue, Chicago, Illinois 60618;
and 2965 North Campbell, Chicago, Illinois 60618