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Doc#: 1934513083 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/11/2019 12:00 PM Pg: 1 of 7

## **RECORDING COVER SHEET**

**1918341IL Amendment to Agreement**

**Submitted for Recording by:**

**Ravenswood Title Company, LLC  
401 S. LaSalle Street, Suite 1502  
Chicago, IL 60605**

**When Recorded Return To:**

**Ravenswood Title Company, LLC  
401 S. LaSalle Street, Suite 1502  
Chicago, IL 60605**

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Amendment to Agreement Regarding 3429 W Beach Avenue Chicago, Cook County, Illinois (PIN: 16-02-213-013-0000) made 1/25/2016 by and between Alicia D Rosik and Neil Kopp and recorded as document number 1602516055 (Hereinafter referred to as "Agreement"):

Copy of Document #1602516055 herein attached for reference.

Per section 9 of original Agreement: The parties agree to amend this Agreement to clarify that said agreement is subordinate to any new Mortgage lien on title.

All other parts of Agreement remain the same.

This addendum to agreement is in effect as of the date both parties sign:



Neil Kopp

12/5/2019

Date



Alicia Rosik

Date

Property of Cook County Clerk's Office

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## THIS INSTRUMENT WAS PREPARED BY:

Kathleen T. Henn, Esq.  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606



1602516055

Doc#: 1602516055 Fee: \$44.00  
AHSP Fee: \$9.00 APRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/25/2016 03:49 PM Pg: 1 of 4

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## AGREEMENT REGARDING 3429 W. BEACH AVENUE, CHICAGO, COOK COUNTY, ILLINOIS

This Agreement is made as of the 25<sup>th</sup> day of Jan, 2016, by and between Alicia D. Rosik ("Rosik") and Neil Kopp ("Kopp"). Rosik and Kopp are at times collectively referred to hereinafter as the "Parties."

**WHEREAS**, Rosik and Kopp are the current owners of 3429 W. Beach Avenue, Chicago, Cook County, Illinois and identified by PIN: 16-02-213-013-0000 ("Subject Property") and legally described as follows:

Lot 13 in Block 8 in Van Schaak and Herrick's Subdivision of the Northeast Quarter of the Northeast Quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and

**WHEREAS**, Kopp currently resides at the Subject Property and Rosik does not reside at the Subject Property;

**WHEREAS**, the first floor unit is currently leased out to a tenant;

**WHEREAS**, the Parties have agreed that Kopp may continue to reside at the Subject Property and that he will make payments of \$600.00 per month to Rosik for a period of ten (10) years from the date of this Agreement, for a total of seventy-two thousand dollars (\$72,000);

**WHEREAS**, the Parties have reached this Agreement so that Kopp may continue to reside at the Subject Property and is not required to sell the Subject Property at this time in order to pay Rosik the amount she is due;

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**WHEREAS**, at the end of the ten years, if Kopp has made all required payments to Rosik, she will sign a quitclaim deed signing over her interest in the Subject Property to Kopp;

**WHEREAS**, Rosik agrees not to sell the Subject Property as long as Kopp has made all required payments and the Parties agree that the Subject Property may be sold only by mutual agreement of the Parties;

**WHEREAS**, if the Parties agree to sell the Subject Property before the end of the ten-year term, Kopp agrees to pay Rosik the balance of the amount owed;

**WHEREAS**, Kopp is responsible for all repairs and maintenance on the Subject Property, all property taxes and any other taxes, for paying income tax on any rental income derived from the Subject Property, mortgage, insurance and any other costs or expenses associated with the Subject Property; and

**WHEREAS**, any new appliances purchased by Kopp as well as any other contents of the Subject Property are deemed to be the personal property of Kopp.

**NOW THEREFORE**, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of such consideration is hereby acknowledged, Rosik and Kopp agree as follows:

- 1. Recitals Incorporated by Reference:** The provisions of the recital paragraphs above are incorporated as if they had been set forth in the text of this Agreement.
- 2. Monthly Payment:** Kopp agrees to pay Rosik the amount of six hundred dollars (\$600.00) each month by the 1<sup>st</sup> of the month. If Kopp is fourteen (14) days late with the payment, Rosik will notify him via mail and email that he is late with the payment. If payment is thirty (30) days late, Rosik will notify him via mail and email and Kopp will pay a late fee of \$50.00. If payments are sixty (60) days late, Rosik may put the Subject Property up for sale, and Kopp may not object to the sale.
- 3. Sale of Subject Property:** If Kopp wishes to sell the Subject Property before the end of the ten-year period, he must notify Rosik, in writing, and must pay the balance due to her from the proceeds of the sale of the Subject Property within seven (7) days of the sale of the Subject Property. If the Subject Property is sold due to Kopp's late payments, Rosik will be paid the balance due to her from the proceeds of the sale of the Subject Property within seven (7) days of the sale of the Subject Property.
- 4. Foreclosure:** If Kopp fails to make payments on the Note for the Subject Property and it is subject to foreclosure proceedings filed by the lender/mortgagee, Kopp is still required to make the payments set forth in Section 1 above. If he receives

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any proceeds from a sale after a foreclosure, those proceeds must be used to pay the balance of the amount owed to Rosik and, if the proceeds do not cover the balance, he must continue to make monthly payments until the balance of the amount owed to Rosik is paid in full.

5. **Insurance:** Kopp understands and agrees that it is his obligation to maintain adequate homeowners insurance and all other insurance for the Subject Property during the term of this Agreement.

6. **Bankruptcy:** In the event that Kopp files for bankruptcy, he understands and agrees that the obligation to make payments to Rosik is a debt that is not subject to discharge in any such bankruptcy proceeding.

7. **Notices:** Notice shall be made to the Parties at the following addresses, via email and U.S. Mail or at such other places as may be designated by the Parties from time to time:

Alicia Rosik  
c/o Spa Soak  
1733 N. Milwaukee Ave  
Chicago, IL 606047  
[aliciarosik@yahoo.com](mailto:aliciarosik@yahoo.com)

Neil Kopp  
3429 W. Beach Ave.  
Chicago, IL 60651  
[neilkopp@gmail.com](mailto:neilkopp@gmail.com)

8. **Attorneys' Fees.** In the event Rosik is required to file a lawsuit against Kopp to enforce the terms of this Agreement, Rosik shall be entitled to all litigation costs incurred in connection with such action, including reasonable attorneys' fees and expenses.

9. **Amendments:** Amendments to this Agreement may be made only by written amendment, signed by both Parties.

10. **Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. **Venue and Governing Law:** The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the in personam jurisdiction of such Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement, shall be governed by the applicable statutory and common law of the State of Illinois.

12. **Recording:** This Agreement shall be recorded in the Office of the

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Recorder of Deeds of Cook County, Illinois at the expense of Rosik.

13. **Effective Date:** This shall become effective upon the date of execution by the last of the parties as set forth below.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**ALICIA ROSIK**

*Alicia Rosik*

Date: January 25, 2016

**NEIL KOPP**

*[Signature]*

Date: JANUARY 6, 2016

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25 day of JANUARY, 2016

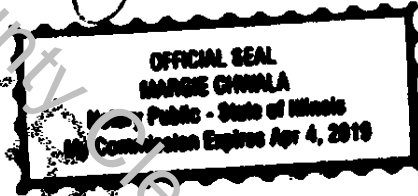
*Arlene R. Nemes*

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 day of January, 2016

*[Signature]*

Notary Public



Properly Recorded in Cook County, Illinois  
Recorder's Office of Deeds

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## EXHIBIT A

LOT 13 IN BLOCK 8 IN VAN SHAACK AND HERRICK'S SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ IF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN: 16-02-213-013-0000**

Property of Cook County Clerk's Office