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When recorded, return to:

CHICAGO TITLE
10 S LASALLE STR
CHICAGO IL 60603

Doc#. 2314628064 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 05/26/2023 11:14 AM Pg: 1 of 6

Prepared by Affiant:

CHICAGO TITLE
10 S LASALLE STR
CHICAGO IL 60603

SCRIVENER'S ERROR(S) AFFIDAVIT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

BECKY VOSS (Affiant), first being duly sworn, upon my oath, deposes and says:

1. That I am an employee of Chicago Title & Trust Company, acting on behalf of, and with the authority of, Chicago Title & Trust Company;
2. I have personal knowledge of the facts and matters stated herein.
3. That the following instrument, through inadvertence, mistake, and error, contains a scrivener's error, in that said instrument MISING MIXED USE RIDER:

Instrument: MORTGAGE
Grantors: SLOT ROCKS LLC
Grantee: JP MORGAN CHASE BANK
Date of Instrument: 4/13/2023
Recording Number: 2311629123
Date Recorded: 4/26/2023
PIN#: 17-06-105-028-0000
Legal Description: SEE ATTACHED

4. This Affidavit is being filed for record in the County of COOK, State of ILLINOIS, for the purpose of correcting the above mentioned error contained within the aforementioned instrument, by:

(ADDING MIXED USE RIDER

which you will find attached to this Affidavit.

BECKY VOSS

PRINT AFFIANT NAME ABOVE


AFFIANT SIGNATURE ABOVE

5/25/2023

DATE AFFIDAVIT EXECUTED

2300342LPB

ADDENDUM TO SECURITY INSTRUMENT (Mixed Use for Multifamily Loan Properties)

This Addendum is attached to, incorporated into and shall be deemed to amend and supplement the deed of trust, security agreement, assignment of leases and rents and fixture filing, or the mortgage, security agreement, assignment of leases and rents and fixture filing or similar instrument (as applicable, the "Security Instrument") made by the undersigned ("Borrower") as grantor, trustor or mortgagor to secure Borrower's promissory note (the "Note") to JPMorgan Chase Bank, N.A. ("Lender") of the same date and covering the Property described in the Security Instrument. Capitalized terms used but not defined in this Addendum shall have the meanings given to those terms in the Security Instrument.

Certain of the space in the Property is adapted for retail, office or other commercial use rather than for residential apartment use. Leases of such space, as well as leases of other portions of the Property for commercial use are referred to as "Commercial Leases" in this Addendum.

In addition to the assignments, covenants and agreements made in the Security Instrument, Borrower agrees as follows:

1. **Commercial Lease Representations and Warranties.** As of the date hereof, except as otherwise noted in an estoppel certificate and/or a certified rent roll from Borrower delivered to and approved by Lender in connection with the Loan: (a) Borrower is the sole owner of the entire lessor's interest in the Leases; (b) the Leases are the valid, binding and enforceable obligations of Borrower and the applicable tenant thereunder; (c) the terms of all alterations, modifications and amendments to the Leases are reflected in the certified rent roll statement delivered to and approved by Lender; (d) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated except to Lender; (e) none of the Rents have been collected for more than one (1) month in advance; (f) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (g) there exists no offset or defense to the payment of any portion of the Rents; (h) no Lease contains an option to purchase, right of first refusal to purchase, expansion right, or any other similar provision unless provided for in the Lease and approved by Lender in writing; and (i) no person or entity has any possessory interest in, or right to occupy the Property, except under and pursuant to a Lease.

2. **Commercial Lease Covenants; Retenancing Reserve.** Except as provided below, Borrower shall not enter into, amend or terminate any Lease, or give any consent or permission or exercise any option required or permitted by the terms thereof or waive any obligation required to be performed by any tenant, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Borrower shall deliver to Lender, promptly upon receipt thereof, copies of any and all notices of default received by Borrower from any tenant under any of the Leases. Borrower shall keep and perform, in all material respects, all terms, conditions and covenants required to be performed by lessor under the Leases. Borrower shall, in all material respects, enforce the Leases and all remedies available to Borrower against the tenants thereunder in case of default under the Leases by any tenant. Borrower shall forthwith deposit with Lender any sums received by Borrower in consideration of any full



or partial termination, modification or amendment of any Lease or any release or discharge of any tenant under any Lease from any obligation thereunder, and any such sums received by Borrower shall be held in trust by Borrower for such purpose. All such sums received by Lender with respect to any Lease shall be deemed a reserve (the "Retenancing Reserve") for the costs of retenancing the space affected by the termination, modification or amendment and shall be deposited by Lender into a pledged account with Lender and under the sole control of Lender. Borrower hereby grants Lender a security interest in such account and in all funds from time to time on deposit therein as collateral security for all obligations secured by the Security Instrument. If no Event of Default exists and is continuing, Lender shall release the Retenancing Reserve to Borrower from time to time as necessary to pay or reimburse Borrower for such tenant improvements, brokerage commissions and other leasing costs as may be required to retenant the affected space, subject to Borrower's satisfaction of the conditions to disbursement, as determined by Lender in its reasonable discretion.

3. **Permitted Commercial Leases.** Borrower shall be permitted, in the ordinary course of business, to enter into, extend, renew, amend or modify (but not terminate, except in the commercially reasonable enforcement of Borrower's remedies for default under Leases) any Lease ("Permitted Lease") without Lender's specific prior written consent; provided that all of the following conditions are satisfied:

- (a) No Event of Default exists and is continuing;
- (b) No purchase option, right of first refusal or expansion right is thereby granted;
- (c) A new Lease must be commercially reasonable and executed on a standard commercial lease form generally accepted in the commercial real estate lease industry in the geographical area of the Property;
- (d) All the terms thereof (i) are in the ordinary course of business of Borrower; and (ii) are commercially reasonable;
- (e) The same does not and will not cause a default pursuant to the Loan Documents, or any other document or instrument (recorded or otherwise) in any way burdening or affecting the Property; and
- (f) The tenant's business does not and will not: (i) involve the presence of any Hazardous Substance (as defined in the Indemnity Agreement) on the Property (other than supplies for cleaning or maintenance in commercially reasonable amounts required for use in the ordinary course of business, provided such items are incidental to the use of the Property and are stored and used in compliance with Applicable Law), including, but not limited to, any businesses engaged in the processing of dry cleaning on-site; (ii) permit the use of any portion of the Property to be in violation of Applicable Law; or (iii) permit any use of any portion of the Property that would materially, adversely affect the attractiveness, marketability or value of the Property, as determined by Lender in its reasonable discretion, notwithstanding that such use may be otherwise permitted under Applicable Law.

If Lender so requests, Borrower shall furnish to Lender a true and complete copy of each Lease, extension, renewal, amendment or modification of lease, hereafter made by Borrower with respect to space in the Property within 30 days after delivery of each such Lease, extension, renewal, amendment



Loan No.: 200632493

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or modification by the parties thereto. The delivery by Borrower of each Lease, extension, renewal, amendment or modification that does not require Lender's specific consent hereunder shall constitute a representation by Borrower that the conditions contained in this Section have been complied with. Furthermore, at Lender's request, Borrower shall cause any tenant to provide Lender with any estoppel or subordination agreement to the extent permitted pursuant to the applicable Lease.

4. **Right of Subordination.** Notwithstanding anything in the Security Instrument to the contrary, Lender may, upon written notice to Borrower, elect to: (a) exclude from the assignment provided in the Security Instrument of any of the Leases as specified in such notice so that the interest under such specified Lease is not assigned to Lender; and (b) subordinate the lien and other terms and provisions of the Security Instrument to any of the Leases as indicated in such notice to Borrower.

5. **Security Deposits.** Borrower shall maintain all security deposits collected from tenants or others with respect to the Property in accordance with all applicable legal requirements.

DATED as of the date of the Security Instrument to which this Addendum is attached.

Slot Rocks LLC, an Illinois limited liability company

By: Jack Potts, Authorized Signatory

Predator LLC, an Illinois limited liability company

By: Jack Potts, Authorized Signatory



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Loan No.: 200632493

EXHIBIT A Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

LEGAL DESCRIPTION

Order No.: 23007342.FE

For APN/Parcel ID(s): 17-06-105-028-0000 and 17-06-105-029-0000

PARCEL 1:

THAT PART OF LOTS 8, 9 AND 10 LYING WEST OF THE LINE WHICH IS THE WEST LINE OF THAT PART OF SAID LOTS 8, 9 AND 10 CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY DEED RECORDED MAY 22, 1894 AS DOCUMENT NUMBER 2046926 IN BOOK 4889, PAGE 25 IN COOK COUNTY, ILLINOIS AND LYING EAST OF A LINE PARALLEL WITH AND 89.70 FEET EAST OF THE COMMON WEST LINE OF SAID LOTS 8, 9 AND 10;

AND ALSO THAT PART OF LOTS 11, 12, 13 AND 14 LYING EAST OF A LINE PARALLEL WITH AND 89.70 FEET EAST OF THE COMMON WEST LINE OF SAID LOTS 11, 12, 13 AND 14;

ALL IN BLOCK 1 IN DAVID S. LEE'S ADDITION TO CHICAGO, IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 6 AND 7, LYING WEST OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 6, DISTANT 13 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 7, DISTANCE 39.5 FEET EAST FROM THE SOUTHWEST CORNER THEREOF;

ALSO THAT PART OF LOTS 8, 9 AND 10 LYING WEST OF THE LINE WHICH IS THE WEST LINE OF THAT PART OF SAID LOTS 8, 9 AND 10 CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY DEED RECORDED MAY 22, 1894 AS DOCUMENT NUMBER 2046926 IN BOOK 4889, PAGE 25 IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF SAID LOTS 8, 9 AND 10 LYING EAST OF A LINE PARALLEL WITH AND DISTANT 89.70 FEET EAST FROM THE COMMON WEST LINE OF SAID LOTS 8, 9 AND 10;

AND ALSO THE WEST 89.70 FEET OF LOTS 11, 12, 13, AND 14;

ALL IN BLOCK 1 IN DAVID S. LEE'S ADDITION TO CHICAGO, IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-06-105-028-0000 and 17-06-105-029-0000

Street Address: 1542-1552 N. Damen Ave. and
2010 N. Pierce Ave.

Chicago, IL.

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Ex A Legal Desc (vAugust 2017)

