Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

DATE: 08/13/2021 03:05 PH PG: 1 OF 30 COOK COUNTY CLERK

The property identified as:

PIN: 16-12-305-001-0000

Address:

Street:

3021 W Carroll Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60612

Lender. Amalgamated Bank of Chicago, an Illinois banking corporation, as Master Trustee

Borrower: Lawndale Educational and Regional Network Charter School

Loan / Mortgage Amount: \$27,805,000.00

C/6/4's This property is located within the program area and is exempt from the requirements of 765 LCS 77/70 et seq. because it is commercial property.

Certificate number: 8CC17CF3-04DF-438E-91AC-E5C930BEE3FC

Execution date: 8/11/2021

Prepared by and after recording return to:

Thomas C. Smith, Esq. Greenberg Traurig, LLP 77 West Wacker Drive, Suite 3100 Chicago, IL 60601

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

MADE BY

LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL,

AS MORTGAGOR

IN FAVOR OF

AMALGAMATED BANK OF CHICAGO, AS MASTER TRUSTEE,

AS MORTGAGEE

750 OFFICE

DATED AS OF AUGUST 11, 2021

This Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of August 11, 2021 ("Mortgage") is made by Lawndale Educational and Regional Network Charter School, an Illinois not for profit corporation (the "Mortgagor"), having an address of 3021 W. Carroll Avenue, Chicago, Illinois 60612, to and in favor of and Amalgamated Bank of Chicago, an Illinois banking corporation, as master trustee ("Mortgagee"), having an address of 30 N. LaSalle Street, 38th floor, Chicago, IL 60602, Attention: Corporate Trust.

WITNESSETH

WHEREAS, Mortgagor is the owner of those certain charter school facilities located in Cook County Illinois, on the real estate legally described on Exhibit A hereto (the "Real Estate"); and

WHEREAS, the Mortgagor as the sole initial Obligated Group Member has entered into a Master Trust Indenture dated as of August 1, 2021, as supplemented by the First Supplemental Master Trust Indenture dated as of August 1, 2021 (as further supplemented, modified and amended from time to time, the 'Master Indenture'), with the Mortgagee; and

WHEREAS, pursuant to the Master Indenture, the Mortgagor has been designated to act as Obligated Group Representative of the Master Indenture), to provide for the issuance from time to time of Obligations (as defined herein below), constituting the joint and several obligations of the Obligated Group, to finance or refinance of the acquisition, construction, renovation, equipping or improvement of charter school facilities located upon the Real Estate, or for other lawful and proper corporate purposes; and

WHEREAS, pursuant to the Master Indenture, the Mortgagor, as Obligated Group Representative, is authorized to issue obligations from time to time, including without limitation, the LEARN Charter Schools Obligated Group Obligation No. 1 (Illinois Finance Authority - Series 2021 Bonds), dated August 11, 2021, in the original principal amount of \$27,805,000 (the "Obligation No. I"), and, together with any Obligations hereafter issued pursuant to the Master Indenture, collectively, the "Obligations"), all of which Obligations are hereby incorporated by reference; and

WHEREAS, the Mortgagor wishes to mortgage and assign to the Master Trustee its interest in the Real Estate and other Mortgaged Property described herein as security for the Obligations and the performance of the obligations of the Obligated Group under the Master Indenture and under this Mortgage.

Now, Therefore, in consideration of the premises, and for other good and valuable consideration the receipt whereof is hereby acknowledged, and in order to secure the payment of the Obligations, the performance by the Obligated Group of its obligations under the Master Indenture and the performance by the Mortgagor of its obligations under this Mortgage (collectively, the "Secured Obligations"), the Mortgagor has executed and delivered this Mortgage and by these presents does assign, grant, bargain, mortgage, warrant, convey, transfer,

pledge, and grant a security interest in, and set over and confirm unto the Mortgagee, and its successors and assigns forever, and grants thereto a security interest in the Mortgagor's right, title and interest in, to and under any and all of the following described property (herein collectively called the "Mortgaged Property"):

GRANTING CLAUSES

MORTGAGED REAL ESTATE

The Real Estate legally described in Exhibit A hereto, together with the entire interest of Mortgagor (whether now owned or hereafter acquired) in and to said Real Estate and in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Real Estate (except as may be provided for in Exhibit A), including, without limitation, all building materials, equipment, machinery, apparatus, appliances, fittings, chartels, supplies and fixtures of every kind and nature whatsoever on the Real Estate or in any building, structure or improvement now standing or hereafter constructed or placed thereon, and all other property owned by Mortgagor and stored at or delivered to the Real Estate, and the reversion or reversions, and remainder or remainders, in and to the Real Estate, and together with the en ire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Real Estate, belonging or in any way appearaining thereto, and all right, title and interest of the Mortgagor in, to and under any streets, ways or alleys adjoining the Real Estate or any part thereof including, without limitation, all bridges thereover and tunnels thereunder, including, without limitation, all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy of, in and to the Real Fstate, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by the Mortgagor and affixed to or attached to or placed on the Real Estate, shall be deemed to be, and shall be considered as, fixtures and appurtenances to the Real Estate, together with all rents, income, issues and profits therefrom (collectively, the "Mortgaged Real Estate"); and

CONDEMNATION AWARDS

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Merizaged Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including without limitation severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and

INSURANCE

Any and all unearned premiums, accrued, accruing or to accrue under any insurance policy or policies now or hereafter obtained by Mortgagor and all proceeds payable by reason of the conversion, voluntary or involuntary, of the Mortgaged Real Property and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims; and

INTANGIBLES

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Real Property or any part thereof; and

LEASES

Any and all leases now existing or hereinafter entered into by the Mortgagor, whether or not recorded (said lease or leases hereinafter referred to collectively as the "Leases"), which relate to a part or all of the Microgaged Real Property; any extensions and renewals of the Leases; any guarantees of the lessee's obligations under the Leases; and all rents, income and profits due or to become due under the Leases and under any other tenancy, rental or occupancy agreement now existing hereafter affecting the Unit, whether oral or written; and

PROCEEDS

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

SUBJECT, HOWEVER, to the Permitted Encumbrances (Jeffred herein below);

To Have and To Hold, all and singular, the Mortgaged Fre perty, whether now owned or hereafter acquired, unto the Mortgagee, its successors and assigns forever; provided, however, that this Mortgage is upon the express condition that if the Mortgagor shall pay or cause to be paid all amounts due and payable with respect to Obligations issued and our starding pursuant to the Master Indenture and shall keep, perform and observe all and singular the coligations under the Master Indenture, the Obligations and in this Mortgage expressed to be kept, performed and observed by the Mortgagor, then this Mortgage and the rights hereby granted shall cease, terminate and be void, otherwise to remain in full force and effect.

The Mortgagor and the Mortgagee hereby further covenant and agree as follows:

ARTICLE I DEFINITIONS

In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Applicable State Law" means all relevant statutory and case law in the State, including, but not by way of limitation, the Uniform Commercial Code in effect in the State of Illinois (the "UCC"), as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any personal property are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such personal property.

"Authority" has the meaning set forth in the Recitals hereto.

"Collat rol" has the meaning set forth in Section 3.18.

"Condemnation Awards" has the meaning set forth in the Granting Clauses.

"County" means Cook County, Illinois, the county in which the Mortgaged Property is located.

"Environmental Law" means collectively, the following statutes: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sections 9601 et seq.; the federal Hazardous Materials Transportation Lav, 49 U.S.C. Sections 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq.; and the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.

"Event of Default" has the meaning set forth in Section 4.1.

"Hazardous Materials" means any substance or material at the level defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic chemical, a hazardous, toxic or radioactive substance, petroleum or other similar term, by any federal, State or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to, the Environmental Laws.

"Master Indenture" has the meaning set forth in the Recitals hereto.

"Mortgage" means this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, as supplemented and amended from time to time.

"Mortgaged Property" means all of the property, collectively, described in the Granting Clauses.

"Mortgaged Real Estate" has the meaning set forth in the Granting Clauses.

"Obligated Group Members" has the meaning set forth in the Master Indenture.

- "Obligations" has the meaning set forth in the Recitals.
- "Permitted Encumbrances" has the meaning set forth in the Master Indenture.
- "Real Estate" means the real estate described in the Recitals hereto.
- "Released Property" has the meaning set forth in Section 5.1.
- "Secured Obligations" has the meaning set forth in the Recitals.
- "State" means the State of Illinois.
- "Taxes" has the meaning set forth in Section 3.7.

All accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "nercin", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The Mortgagor makes the following representations and warranties as the basis for its covenants herein:

- (a) It is a not for profit corporation duly incorporated under the laws of the State, is in existence and duly authorized to conduct its business in the State, is duly authorized and has full power under the laws of the State and all other applicable provisions of law and its articles of incorporation and bylaws to create, issue, enter into, execute and deliver this Mortgage and all action on its part necessary for the valid execution and delivery of this Mortgage, has been duly and effectively taken.
- (b) The execution and delivery of this Mortgage, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. The Mortgager has full power and lawful authority to mortgage and grant a security interest in the Mortgaged Property to the Mortgagee. This Mortgage constitutes (i) a direct and valid lien upon the Mortgaged Real Estate, subject only to Permitted Encumbrances, and (ii) a legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms, subject to exceptions for bankruptcy, insolvency and similar laws and the application of equitable principles. The easements, rights-of-way, liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate which are Permitted Encumbrances, if any, now

existing with respect to the Mortgaged Real Estate do not and will not materially adversely affect the value of the Mortgaged Real Estate currently affected thereby, or materially impair or materially interfere with the operation and usefulness thereof for the purpose for which they were acquired or are held by the Mortgagor.

ARTICLE III GENERAL COVENANTS AND AGREEMENTS

- Section 3.1. Master Indenture Covenants. Each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Master Indenture are incorporated herein by reference, and, to the extent such provisions are applicable to Mortgagor and/or the Mortgaged Property, the Mortgagor hereby covenants and agrees well and truly to abide by, perform and be governed and restricted by each and all of such matters provided for by the Master Indenture and so incorporated herein to the same extent and with the same force and effect as if set out and repeated herein at length.
- Section 3.2. Further Assurances. The Mortgagor will take, execute, acknowledge and deliver, or cause to be taken, executed, acknowledged and delivered, such agreements supplemental hereto and all such further acts, deeds, conveyances, mortgages, assignments, instruments, transfers and assurances 25 the Mortgagee reasonably may require to assure, transfer, mortgage, convey, pledge, assign and confirm unto the Mortgagee all and singular the Mortgaged Property as now or hereafter constituted.
- Section 3.3. Payment of Obligations. The Mortgagor will duly and punctually pay all amounts due and payable with respect to the Obligations according to the terms thereof.
- Section 3.4. Maintenance of Lien; Recording. (a) The Mortgagor will, at its own expense, take all necessary action to maintain and preserve the Yer and security interest of this Mortgage, subject to Permitted Encumbrances, so long as any of the Secured Obligations remain outstanding.
- (b) The Mortgagor will, forthwith after the execution and delivery of this Mortgage and thereafter from time to time, cause this Mortgage and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect the lien and security interest hereof upon, and the priority thereof, and the title of the Mortgagor to, the Mortgaged Property, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments that may be reasonably requested by the Mortgagee for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Mortgagor will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal and State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and such instruments of further assurance.

Section 3.5. Maintenance, Repair, Restoration, Liens. The Mortgagor shall (a) pay, prior to delinquency, any indebtedness that may be secured by a lien or charge on the Mortgaged Property (whether senior, of equal priority, or junior to the lien hereof) and, upon request, exhibit to the Mortgagee reasonably satisfactory evidence of the discharge of such lien; (b) complete in a timely manner and free and clear of the liens of any mechanics or materialmen any building(s) or other improvements now or at any time in the process of erection or rehabilitation upon the Mortgaged Property (other than notices of commencement or similar state specific filings that are customary to be filed upon commencement of such work; and (c) comply with all requirements of law, municipal ordinances, and restrictions and covenants of record with respect to the Mortgaged Property and the use thereof.

Section 3.6. Priority of Lien. It is further made an express condition and covenant hereof, that while this Mortgage is in effect, the lien of this Mortgage shall extend to any and all improvements and fixtures owned by the Mortgagor, and now or hereafter located on the Mortgaged Real Estate, prior to any other lien on the Mortgaged Real Estate that may be claimed by any person, so that subsequently accruing claims for any lien on the Mortgaged Real Estate shall be junior to this Mortgage subject to Permitted Encumbrances.

Section 3.7. Taxes. To the extent any portion of the Mortgaged Property is not exempt from the payment of such taxes or shall be eafter no longer qualify, in whole or in part, for any such exceptions, the Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges and other fees and charges of every kind and nature (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Mortgaged Property or any interest precion or any Secured Obligations; and the Mortgagor shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. The Mortgagor shall pay in full under protest in the manner provided by statute any Taxes that the Mortgagor may desire to contest, and in any event, shall pay such Taxes, notwithstanding such contest, if the Mortgaged Property shall be in jeopardy or in canger of being imminently forfeited or foreclosed; and if the Mortgagor shall not pay the same when so required, the Mortgagee may do so and may apply such deposit for such purpose.

Section 3.8. Insurance Coverage. The Mortgagor, at its own expense will insure, including during any construction and thereafter, all of the buildings and improvements now or hereafter included within the Mortgaged Property, and each and every part and parcel thereof as required to be maintained pursuant to the terms of Section 3.12 of the Master Indenture.

Section 3.9. Proceeds of Insurance. Subject to the provisions of Section 3.13 of the Master Indenture, in case of loss covered by policies of insurance, the Mortgagee is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss subject to the Mortgagee's reasonable consent; provided, however, that the Mortgagee shall not have the right to exercise the powers granted in this Section 3.9 unless there is an Event of Default continuing hereunder. In addition, in the case where the casualty shall occur during the existence and continuation of an Event of Default, Mortgagee is hereby authorized to, collect and give a receipt for any such insurance proceeds;

and the reasonable expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall constitute Secured Obligations and shall be reimbursed to the Mortgagee upon demand. In the event of any casualty, the proceeds of any insurance shall be applied in accordance with Section 3.13 of the Master Indenture.

Section 3.10. Condemnation. Subject to the provisions of Section 3.13 of the Master Indenture, in case of condemnation of any portion of the Mortgaged Property, the Mortgagee is hereby authorized at its option either (i) to settle and adjust any claim for award without the consent of Mortgagor or (ii) to allow the Mortgagor to agree with the condemning authority on the amount of award to be paid upon the taking subject to the Mortgagee's reasonable consent; provided, however, that the Mortgagee shall not have the right to exercise the powers granted in this Section 3.10 unless there is an Event of Default continuing hereunder. In addition, in the case where the condemnation shall occur during the existence and continuation of an Event of Default, Mortgagee is hereby authorized to collect and give a receipt for any such condemnation awards; and the reasonable expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall constitute Secured Obligations and shall be reimbursed to the Mortgagee upon demand. In the event of any condemnation, the proceeds of any insurance shall be applied in accordance with Section 3.13 of the Master Indenture.

Section 3.11. Hazardous Materials. (a) The Mortgagor hereby indemnifies the Mortgagee, and agrees to hold the Mortgagee harmless from and against any and all actual losses, liabilities, damages, injuries, costs, expenses, reasonable litigation costs and reasonable expenses (including expenses for any necessary consultants or experts) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under or the use or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from, the Mortgaged Property of any Hazardous Material (including, without amitation, any actual losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law, regardless of whether or not caused by, or within the control of the Mortgagor, unless (i) resulting solely from the willful or negligent act, of the Mortgagee c. (ii) first brought onto the Mortgaged Property after the date that Mortgagor ceases to hold time to such Mortgaged Property.

- (b) The Mortgagor shall provide information to Mortgagee as required by Section 3.26 of the Master Indenture.
- Section 3.12. Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagor or the Mortgaged Property, any tax is imposed or becomes due in respect of the issuance of the Obligations, the Mortgagor shall pay such tax in the manner required by such law.
- Secured Obligations, or any part thereof, be extended or varied, or if any part of the security therefor be released, all Persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation, or release; and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of

recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation, or release. To the extent permitted by applicable law, any Person, firm, or Mortgagor taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein shall take the said lien subject to the rights of the Mortgagee to amend, modify, and supplement this Mortgage, the Obligations or the Master Indenture and to extend the maturity of the Secured Obligations, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

Section 3.14. Mortgagee's Performance of the Mortgagor's Obligations. When any Event of Default has occurred and is continuing, the Mortgagee, either before or after acceleration of the Secured Obligations or the foreclosure of the lien hereof and during any period of rederip ion may, but shall not be required to, make any payment or perform any act herein required of the Mortgagor in any form and manner deemed expedient to the Mortgagee; and the Mortgagee may but shall not be required to, make full or partial payments of principal or interest on any prior encuribrances and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment, and may, but shall not be required to, complete construction, rehabilitation, furnishing, and equipping of the improvements upon the Mortgaged Property and rent, or erate and manage the Mortgaged Property and such improvements and pay operating costs and expenses, including without limitation management fees, of every kind and nature in connection therewith, so that the Mortgaged Property and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and other monies advanced by the Mortgagee to protect the Mortgaged Property and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Mortgaged Property and such improvements or to pay any such operating costs and expenses thereof or to keep the Mortgaged Property and improvements operational and usable for their intended purpose, shall constitute Secured Obligations, and shall become immediately due and payable without notice. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement, or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, rehabilitation, furnishing or equipping of the improvements or the rental, operation or management of the Mortgaged Property or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as the Mortgagee may deem reasonably appropriate.

Section 3.15. Inspection of Mortgaged Property and Records. The Mortgagee shall have the right to inspect the Mortgaged Property and all books, records and documents relating thereto at all reasonable times during business hours, and access thereto shall be permitted for that purpose, subject to and in accordance with Section 3.21 of the Master Indenture, provided, however, that unless and Event of Default has occurred and is continuing, the Mortgagee may conduct no more than one such inspection during each Fiscal Year.

Section 3.16. Restrictions on Transfer. It shall be an Event of Default hereunder if (i) the Mortgagor shall create, effect, consent to or suffer or permit any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Property or any part thereof or interest therein, other than with either (A) a transfer, conveyance, lease or other transaction not prohibited under the Master Indenture, (B) the grant of a lien constituting a Permitted Encumbrance under the terms of the Master Indenture, or (C) with the consent of the holders of all Outstanding Obligations under the Master Indenture; or (ii) any action is brought to foreclose or enforce any lien or other lien with respect to the Mortgaged Property (other than a Permitted Encumbrance), provided that the commencement of any such action shall not constitute an Event of Default hereunder so long as the Mortgagor shall contest such action diligently and in good faith.

Section 3.17. Mortgagor's Right of Possession. So long as the Mortgagor is in compliance with the terms and provisions of this Mortgage and the Master Indenture and no Event of Default shall then exist, the Mortgagor shall be suffered and permitted to possess, use and enjoy the properties and appurtenances constituting the Mortgaged Property.

Section 3.18. Illinois Uni orn. Commercial Code. This Mortgage constitutes a security agreement under the UCC with respect to any part of the Mortgaged Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (for the purposes of this Mortgage called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property; and the following provisions of this Section 3.18 shall not write the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

- (a) The Mortgagor (being the Debtor as that term is used in the UCC) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than Permitted Encumbrances.
- (b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Mortgaged Real Estate for the Mortgagor's own use and in for the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is used in, and for all purposes of, 815 ILCS 205/4 (1) (c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(1).
- (c) The Collateral will be kept at the Real Estate comprised within the Mortgaged Property, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the UCC) which consent shall not be unreasonably withheld, and the Collateral may be affixed to the Mortgaged Real Estate but will not be affixed to any other real estate.
- (d) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office (other than financing statements with respect to Permitted

Encumbrances); and the Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information, execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee, and do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject to no liens, charges or encumbrances other than Permitted Encumbrances; provided, however, that the Mortgagee shall have no responsibility for the filing of any initial financing statement with respect to the Collateral, but the Mortgagor shall undertake such responsibility. The Mortgagor will pay the cost of filing or recording such financing statements or other documents and this instrument in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

- Uron any Event of Default hereunder and the continuance thereof, the Mortgagee (e) at its option may, and if the Obligations have been accelerated, the Mortgagee shall promptly, declare the Secured Obligations immediately due and payable, all as more fully set forth in Section 4.2 hereof, and thereupon the Mortgagee shall have the remedies of a secured party under the UCC, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter without breach of the peace upon any place that the Colleteral or any part thereof may be situated and remove the same therefrom (provided that if Collaters) is affixed to real estate, such removal shall be subject to the conditions stated in the UCC); and the Mortgagee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale until disposed of, or may propose to retain the Collateral. The Mortgagee, without removal, may render the Collateral unusable and dispose of the Collateral on the Mortgaged Property. The Wortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by the Mortgagee. The Mortgagee will give the Mortgagor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by first class mail, postage prepaid, to the address of the Mortgagor shown in this Mortgage or in the Mortgagee's records at least ten (10) days before the time of the sale or disposition. The Mortgagee may buy at any public sale, and if the Collaural is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Mortgagee may buy at private sale. Any such sale nav be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Mortgaged Property, the Collateral and real estate to be sold as one lot if the Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like and reasonable attorney's fees and legal expenses incurred by the Mortgagee, shall be applied against the Secured Obligations.
- (f) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the UCC shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Secured Obligations remains unsatisfied.

- (g) The terms and provisions contained in this Section 3.18 shall, unless the context otherwise requires, have the meanings and be construed as provided in the UCC.
- (h) This Mortgage is intended to be a continuously perfected financing statement within the purview of §9-308 of the UCC with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures, as such term is defined in §9-102(41) of the UCC, that are part of the Mortgaged Property. This Mortgage is to be filed by the Mortgagor with the County Recorder in the county in which the Mortgaged Property is located. In order to satisfy §9-502 of the UCC, the following information is hereby provided:

Name of Debtor: Lawndale Educational and Regional Network Charter

School

Address of Debtor: 3021 W. Carroll Avenue

Chicago, Illinois 60612 Attention: Greg White

Type of Organization: Not for profit corporation

State of Organization: limois

Organization Number: 6128-018-9

Name of Secured Party: Amalgamated Sank of Chicago, as Master Trustee

Address of Secured Party: Thirty North LaSalle Street, 38th Floor

Chicago, Illinois 60602

Record Owner of

Mortgaged Property: Lawndale Educational and Regional Network Charter

School

Section 3.19. Assignment of Leases, Rents, and Contracts. The Mortgagor hereby bargains, sells, transfers, assigns, conveys, and delivers to the Mortgagee all of the Mortgagor's right, title, and interest in and to all rents, income, issues and profits (the "Rents") of the Mortgaged Property, as further security for the payment of the Secured Obligations to the extent permitted by law. This assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Mortgagor in writing that an Event of Default has occurred and is continuing under the terms and conditions of this Mortgage (a "Notice"), the Mortgagor may receive, collect and enjoy the Rents accruing from the Mortgaged Property.

If any Event of Default occurs and is continuing hereunder, at its option, the Mortgagee may after service of a Notice, receive and collect all such Rents as they become due, from the Mortgaged Property and under any and all Leases. The Mortgagee shall thereafter continue to receive and collect all such Rents, as long as such Event(s) of Default shall exist, and during the pendency of any foreclosure proceedings.

From and after the service of a Notice, the Mortgagee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and to collect the Rents assigned hereunder, including the right of the Mortgagee or its designee to enter upon the Mortgaged Property, or any part thereof, with or without process of law, take possession (to the extent permitted by law) of all or any part of the Mortgaged Property and all documents, books, records and papers of the Mortgagor relating thereto, and exclude the Mortgagor and its agents and servants wholly therefrom. The Mortgagor hereby grants full power and authority to the Mortgagee to exercise all rights, privileges, and powers herein granted at any and all times after service of a Notice, without further notice to the Mortgagor, with full power to use and apply all of the Rents herein assigned to the payment of the costs of managing and operating the Mortgaged Property and of the Secured Obligations. The Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the habilities in connection with or arising or growing out of the covenants and agreements of the Mortgagor in the Leases. This assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Property, or parts thereof, upon the Mortgagee nor shall it operate to make the Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, for any waste of the Mortgaged Property by any lessee under any of the Leases or any other person, for any dangerous or defective condition of be Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

The assignment under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage of the Mortgagor in the Mortgagor Property. The Mortgagee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage. Nothing herein shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty, or liability of the Mortgagor under this assignment, and the Mortgagor shall and does hereby indemnify and hold the Mortgagee harmless from any and all cost (including without limitation reasonable attorneys' fees and legal expenses), liability, loss, or actual damage which the Mortgagee may or might incur by reason of this assignment; and any and all such cost, liability, loss, or damage incurred by the Mortgagee, including reasonable attorney's fees incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall constitute Secured Obligations, and the Mortgagor shall reimburse the Mortgagee therefor on demand.

ARTICLE IV DEFAULTS AND REMEDIES THEREFOR

Section 4.1. Event of Default Defined. The term "Event of Default" wherever used in this Mortgage shall mean (i) the failure of the Mortgagor to comply with any covenant, agreement or warranty contained in this Mortgage within sixty (60) days after the Mortgagee shall have given written notice thereof to the Mortgagor, provided that, if such default cannot with due diligence and dispatch be wholly cured within sixty (60) days but can be wholly cured,

no Event of Default shall be deemed to occur so long as Mortgagor has commenced to cure such default within said sixty (60) day period and continuously and with reasonable diligence prosecutes such cure to completion, or (ii) an "Event of Default" shall have occurred under the Master Indenture.

Section 4.2. Remedies. When any Event of Default has occurred and is continuing, the Mortgagee may, at its sole option and upon written notice to Mortgagor, accelerate the Secured Obligations to the date of such notice and declare the Secured Obligations to be immediately due and payable, and, in addition thereto, Mortgagee shall have the right and option, in its sole discretion, to exercise any one or more or all of the other remedies available to it pursuant to the following provisions of this Article IV, the terms of the Master Indenture or any other remedies available at law or in equity or by statute; it being expressly agreed that no remedy herein or in the Master Indenture is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

Section 4.3. Possession by the Mortgagee. When any Event of Default has occurred and is continuing, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Mortgaged Property and take possession thereof or to appoint an agent or trustee for the collection of the Rents of the Mortgaged Property.

Foreclosure. When any Event of Default has occurred and is continuing, Section 4.4. the Mortgagee shall have the right to foreclose the lien hereof for the Secured Obligations or any part thereof. In any suit to foreclose the lien beroof, there shall be allowed and included as Secured Obligations, in the judgment of foreclosure, all costs and expenses that may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, an environmental assessment of the Mortgaged Property and any additional investigation necessitated thereby, publication costs and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title, searches and examinations, at le insurance policies and similar data and assurance with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such judgment, the true conditions of the title to or the value of the Mortgaged Property. expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Secured Obligations or the Mortgaged Property, including probate, bankruptcy and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall constitute Secured Obligations and shall be immediately due and payable by the Mortgagor. Notwithstanding anything herein to the contrary, the Mortgagee shall not foreclose the lien of this Mortgage without the prior written consent of the holders of at least a majority of the Obligations outstanding under the Master Indenture.

Notwithstanding anything contained in this Mortgage to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any

action which may subject the Mortgagee to liability under any Environmental Law, statute, regulation or similar requirement relating to the environment, the Mortgagee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages (excepting and excluding consequential, punitive, exemplary and special damages), losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action. In any event, the Mortgagee shall not be obligated to engage in any foreclosure proceeding with respect to the Mortgaged Property if doing so will subject it to unreimbursed environmental liability or will require the approval of a governmental regulator that cannot be obtained. Such financial assurance ray be provided to the Mortgagee from any person, including the holders of the Obligations or any "Related Bonds" (as defined in the Master Indenture) with respect thereto.

Section 4.5. Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, and in accordance with Section 4.11 of the Master Indenture, a court of competent jurisdiction may, upon the application of the Mortgagee, appoint a receiver (at the Mortgagor's expense) of the Mortgaged Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the Rents of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to expection of such Rents and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property Juring the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Property in such receiver's hands in payment in whole or in part of: (a) the Secured Obligations or the indebtedness secured by a judgment foreclosing this Mortage, or any tax, special assessment, or other lien that may be or become superior to the lien here of or of such judgment, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

Section 4.6. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the event of foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to the Mortgagor for prepaid premiums thereon.

Section 4.7. Rights Cumulative. Each right, power, and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or

implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the Mortgagee and the exercise or the beginning of the exercise of one any right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

Waiver of Redemption, Reinstatement, Extension, Appraisement, Stay, Section 4.8. Laws. To the extent permitted by law, the Mortgagor will not during the continuance of any Event of Default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be ruade pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor before or after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by the State to redeem the property so sold or any part thereof; and the Mortgagor hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor for itself and all who may claim through or under the Mortgagor waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure or inclien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate parcels at the same or different times, all as the Mortgagee may determine. The Mortgagor waives the right of redemption and, to the extent permitted by law, the right of reinstatement, under Applicable State Law.

ARTICLE V RELEASE OF PROPERTY

Section 5.1. Release. Upon the written request of the Obligated Group Representative, Mortgagee shall be required to execute and deliver to Mortgagor releases or subordinations of the lien and encumbrance of this Mortgage (each a "Release") as to all or specified portions of the Mortgaged Property (each such portion a "Released Property"), provided in each event that (i) at the time of the request for such Release there exists no uncured Event of Default hereunder, and (ii) such Release is to effectuate either (A) the dispositions permitted under Section 3.17 of the Master Indenture, (B) the grant of a lien constituting a Permitted Encumbrance under the terms of the Master Indenture, or (C) the withdrawal of a Member pursuant to Section 3.20 of the Master Indenture. Each Release shall be in form and substance reasonably acceptable to Mortgagor and the Mortgagee and shall be suitable for recording in the office of the County Recorder for the county in which the Released Property is located. A fully executed and

notarized Release (or multiple counterparts thereof, if required for recording purposes) shall be delivered by Mortgagee to Mortgagor promptly upon receipt by Mortgagee of the appropriate documents evidencing the foregoing in form and substance reasonably acceptable to Mortgagee.

Section 5.2. Obsolete Property. Notwithstanding anything to the contrary contained in this Article V, if the Mortgagor shall have the right, exercised in the good faith and reasonable judgment to remove from the Mortgaged Real Estate any items of Collateral that are obsolete, inoperable or worn out and to sell, trade in, exchange or otherwise dispose of such items of Collateral (as a whole or in part), and such Collateral shall be released from the lien of this Mortgage and Mortgagee shall be required to execute and deliver any document required to evidence such release.

Obligations, or observise if required pursuant to and in accordance with the provisions of the Master Indenture, the Mortgagee, upon written request, and at the expense of the Mortgagor, will execute and deliver such proper instruments of release and satisfaction as may be reasonably be requested to evidence such polease, and any such instrument, when duly executed by the Mortgagee and duly recorded in the place where this Mortgage is recorded, shall conclusively evidence the release of this Mortgage; provided, however, any of the terms and provisions of this Mortgage that are intended to survive, shall nevertheless survive the release or satisfaction of this Mortgage whether voluntarily granted by the Mortgagee, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event 2 deed in lieu of foreclosure is granted by the Mortgagor to the Mortgage

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1. Mortgage for Benefit of Parties Hereof. Nothing in this Mortgage, express or implied, is intended or shall be construed to confer up n, or to give to, any person other than the parties hereto and the holders of the Obligations, any right, remedy or claim under or by reason of this Mortgage or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Mortgage contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holders of the Obligations.

Section 6.2. Severability. In case any one or more of the provisions contained in this Mortgage or in the Obligations shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 6.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) upon delivery when personally delivered, (b) one (1) business day after having been mailed by national overnight delivery service, or (c) three (3) business days after having been mailed by registered or certified mail, postage prepaid, return receipt requested, with proper address as indicated below. The Mortgagor and the Mortgagee may, by written notice given by each to the other, designate any address or addresses to which

notices, certificates or other communications to them shall be sent when required as contemplated by this Mortgage. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Mortgagor:

Lawndale Educational and Regional Network Charter School 3021 W. Carroll Avenue Chicago, IL 60612 Attention: Greg White

To the Mortgagee:

Amargariated Bank of Chicago, as Master Trustee Thirty North LaSalle Street, 38th Floor Chicago, Illinois 60602 Attention: Corporate Trust – Public Finance

Section 6.4. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its respective successors and permitted assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagee and its respective successors and permitted essigns, and shall inure to the benefit of the Mortgagor and its successors and assigns.

Section 6.5. Governing Law. It is the intention of the parties hereto that this Mortgage and the rights and obligations of the parties hereunder and the Obligations and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois.

Section 6.6. Conflicts with Master Indenture. In the event any of the terms or provisions hereof conflict with the Master Indenture, the Master Indenture shall control to the extent it applies to the Mortgagor or the ownership, operation or use of any of the Mortgaged Property.

Section 6.7. Mortgage Constitutes Fixture Filing.

(a) With respect to any portion of the Mortgaged Property which constitutes fixtures, this Mortgage shall constitute a security agreement between Mortgagor as the debtor and Mortgagee as the secured party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the UCC. Mortgagor

will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the UCC, ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding ander the UCC.

- (b) Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or business form or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Property described or referred to herein.
- (c) This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures now or hereafter included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The mailing address of Mortgagor is the address of Mortgagor set forth in the introductory paragraph of this Mortgage, and the address of the Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee as set forth in the introductory paragraph of this Mortgage. authorizes the Mortgagee to file one or more financing stateries the describing the Collateral pursuant to the UCC, with or without signature of the Mortgagor, and in the sole discretion of, and at the request of, the Mortgagee, the Mortgagor will join with the Mortgagee in executing such financing statements; provided, however, that the Mortgagee shall have no responsibility for the filing of any initial financing statement with respect to the Collateral, but the Mortgagor shall undertake such responsibility. The Mortgagor shall pay the cost of filing in all public offices wherever filing is deemed necessary or appropriate by the Mortgagee. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section.

Section 6.8. Additional State Provisions. In the event of any inconsistencies between the terms and conditions of this Section 6.8 and the other provisions of this Mortgage, the terms and conditions of this Section 6.8 shall control and be binding. The provisions of this Section 6.8 are intended to supplement and not replace or limit the remedies and other terms and provisions contained in this Mortgage and the Master Indenture, except to the extent to comply with the laws of the State of Illinois.

- (a) The recitals set forth in this Mortgage are incorporated herein by reference and made a part of this Mortgage as if fully set forth herein and therein.
- (b) The Obligations hereby secured, if not earlier accelerated, have a final maturity date of November 1, 2056 and bear interest at a rate of 4.00%.
- (c) Without limiting the scope of this Mortgage, the assignment of Leases and Rents set forth herein is made pursuant to, and includes, but is not limited to, all rights conferred by the laws of the State of Illinois, and this Mortgage hereby creates, and the Mortgagor hereby grants, a security interest and lien to the Mortgagee in the Leases and Rents that will be perfected upon the recording of this Mortgage. Such assignment shall run with the Mortgaged Property and be good and valid as against the Mortgagor and those claiming by, under or through the Mortgagor, from the date of recording of this Mortgage. Such assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Mortgage. Such assignment does not and shall not be construed as obligating the Mortgagee or any of its successors or assigns to perform any of the covenants or undertakings required to be performed by the Mortgagor in any of the Leases.
- (d) The Mortgagor he eby acknowledges receipt of a copy of this Mortgage in compliance with the Mortgagee's obligation to deliver a copy of the fixture filing to the Mortgagor pursuant to Section §9-502(r) of the UCC.
- (e) Notwithstanding anything in this Mortgage to the contrary, if an Event of Default shall occur and be continuing, the Mortgagor further agrees, at the Mortgagee's request, to assemble the Collateral and make it available to the Mortgagee at the Mortgaged Real Estate or a place designated by the Mortgagee which is reasonably convenient to both the Mortgagee and the Mortgagor.
- (f) No waiver made by the Mortgagor in this Mortgage or in any of the other terms and provisions of the Master Indenture shall constitute the consideration for or be deemed to be a waiver or release by the Mortgagee or any judgment holder of the Obligations of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Obligations, which right to seek a deficiency judgment is hereby reserved, preserved and retained by the Mortgagee for its own behalf and its successors and assigns.
- (g) The Mortgagor represents that none of the Mortgaged Property is occupied by the Mortgagor as its principal residence and agrees that the Mortgagee shall be entitled to the appointment of a receiver in accordance with 735 ILCS 5/15-1704 in any foreclosure action by the Mortgagee seeking to enforce this Mortgage, and subject to the terms and provisions of this Mortgage, any such receiver, when duly appointed, shall have all of the powers and duties of receivers pursuant to Applicable State Law.
- (h) Anything contained in this Mortgage or the Master Indenture to the contrary notwithstanding, the Mortgagee or the Mortgagee's assignee or representative may not require the Mortgagor, as a condition of receiving or maintaining this Mortgage, to obtain hazard insurance coverage against risks to improvements on the Real Estate in an amount exceeding the

replacement value of the buildings, structures and improvements constituting part of the Mortgaged Real Estate in violation of Applicable State Law.

- (i) If, after the date of this Mortgage, the Mortgagor acquires any property located on the Mortgaged Property and that by the terms of this Mortgage is required or intended to be encumbered by this Mortgage, the property shall become subject to the lien and security interest of this Mortgage immediately upon its acquisition by the Mortgagor and without any further mortgage, conveyance, assignment or transfer. Nevertheless, upon the Mortgagee's request at any time, the Mortgagor will execute, acknowledge and deliver any additional instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out the intent of this Mortgage.
- (j) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; "Foreclosure Act") or residential real estate (as defined in Section 15-1219 of the Foreclosure Act).
- (k) To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(l)) apply, the Secured Obligations constitute business loans to a corporation which come within the purview of 815 ILCS 205/4(l)(a), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).

(1) Illinois Mortgage Foreclosure Law

- (i) In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage but shall not invalidate or render unenforceable any other provision of this Mortgage may can be construed in a manner consistent with the Foreclosure Act.
- (ii) If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Forec'osure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.
- (iii) Without limiting the generality of the foregoing, all reasonable expenses (including out of pocket attorneys' fees and costs) incurred by Mortgagee to the extent reimbursable under Sections 15-1510(b), 15-1512, or any other provision of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.
- (iv) In addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Foreclosure Act, to be placed in possession of the Property or, at its request, to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall

have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties, as provided for in Sections 5/15-1701, 5/15-1702, 5/15-1703 and 5/15-1704 of the Foreclosure Act.

- MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL (m) ITSELF OF ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO-CALLED "MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE PROPERTY AND ESTATES COMPRISING THE PROPERTY MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PROPERTY SOLD AS AN ENTIRETY. IN THE EVENT OF ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE, THE WHOLE OF THE MOXTGAGED PROPERTY MAY BE SOLD IN ONE PARCEL AS AN ENTIRETY OR IN SEPARATE LOTS OR PARCELS AT THE SAME OR DIFFERENT TIMES, ALL AS MORTGAGEE MAY DETERMINE. MORTGAGEE SHALL HAVE THE RIGHT TO BECOME THE PURCHASER AT ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE AND MORTCAGEE SHALL BE ENTITLED TO CREDIT BID THE INDEBTEDNESS OR ANY PORTION THEREOF IN MORTGAGEE'S SOLE DISCRETION.
- (n) THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE FORECLOSURE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15-1602) AND REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SAI E PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.
- (o) This Mortgage is granted to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Master Indenture, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. Notwithstanding anything in this Mortgage to the contrary, the maximum principal amount of the indebtedness secured by this Mortgage shall not exceed \$55,610,000, plus all costs of enforcement and collection of this Mortgage and the Master Indenture, including reasonable attorney's fees, plus the total amount of any advances made pursuant to the Master Indenture to protect the collateral and the security interest and lien created hereby, or the priority thereof, together with interest on all of the foregoing as provided in the Master Indenture.

(p) <u>Protective Advances</u>.

- (i) Advances, disbursements and expenditures made by Mortgagee for the following purposes, whether before or during a foreclosure, and at any time prior to a sale, and, where applicable, after sale, and during the pendency of any related proceedings, shall, in addition to those otherwise authorized by this Mortgage, constitute "Protective Advances":
 - (A) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Foreclosure Act;
 - (B) payments by Mortgagee of: (A) when due, installments of principal interest or other obligations in accordance with the terms of any prior lien or encumbrances; (B) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind of nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property, as referred to in Section 1/15-1505 of the Foreclosure Act;
 - (C) advances by Mortgag æ in settlement or compromise of any claims asserted by claimants under any prior liers:
 - (D) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Foreclosure Act; (B) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder or under the Master Indenture; and (C) in the preparation for the commencement or defense of any such foreclosure or other action;
 - (E) Mortgagee's fees and costs, including attorneys' frees arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection(b)(1) of Section 5/15-1508 of the Foreclosure Act;
 - (F) expenses deductible form proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Foreclosure Act; and
 - (G) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed

by Subsection (c)(1) of Section 5/15-1704 of the Foreclosure Act; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (C) payments required or deemed by Mortgagee to be for the benefit of the agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; and (E) pursuant to any lease or other agreement for occupancy of the Mortgaged Property.

- (ii) All Protective Advances shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default ate of interest as set forth in the Master Indenture.
- (iii) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Foreclosure Act.
- (iv) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Act, apply to and be included in the following: (i) determination of the amount of obligations secured by this Mortgage at any time; (ii) amount found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it be agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose; (iii) if the right of redemption has not been waived by Mortgagor, computation of the amount require to redeem, pursuant to Subsections (d)(1) and (2) of Section 5/15-1603 of the Foreclosure Act; (iv) determination of the amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Foreclosure Act; (v) application of income in the hands of any receiver or moregagee in possession; and (vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Foreclosure Act.
- (q) The following notice is provided pursuant to paragraph (3) of \$15 ILCS 180/10: Unless the Mortgagor provides evidence of the insurance coverage required by the 'Mortgage and the Master Indenture, the Mortgagee may purchase such insurance at the Mortgagor's expense to protect the Mortgagee's interests in the Mortgagor's collateral. This insurance may, but need not, protect the Mortgagor's interests. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the collateral. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing evidence that the Mortgagor has obtained insurance as required by the Mortgage and the Master Indenture. If the Mortgagee purchases insurance for the collateral, the Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Obligations of the

Mortgagor. The costs of the insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on the Mortgagor's own.

Property of Cook County Clark's Office

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed by its duly authorized officers, all as of the date first above written.

LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL, an Illinois not for profit corporation.

By:

Title: President and Chief Executive Officer

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Greg White, the President and Chief Executive Officer of LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL, an Illinois not for profit corporation, personally known to me to be the same person whose rame is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as no free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of August, 2021.

[SEAL]

Notary Public

My Commission Expires:

(SEAL)

OFFICIAL SEAL KATRINA WEBSTER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/06/22

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

1. "Herro Campus"

Order No.:

CCHI2103594LI

Parcel 1:

LOTS 1, 2, 3, 4, 5 AND 6 IN MCINTOSH'S RESUBDIVISION IN BLOCK 2 IN NICHOL'S ADDITION TO CHICAGO, BEING A RESUBDIVISION OF BLOCK 6 IN LEE AND OTHERS SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 2:

LOTS 36, 37 AND 38 IN FLINT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 4, 5, 10, 11, 18, 19, 25 AND 26 PA DAVID S. LEE AND OTHERS' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX PARCEL NUMBERS:

16-12-305-001-0000

16-12-305-013-0000

16-12-305-014-0000

COMMON! ADDRESSES:

3021 W. Carroll Ave, Chicago, IL

3000 W. Frition St., Chicago, IL

3004 W. Fulton St., Chicago, IL

2. "Romano Butler Campus"

Order No.:

CCHI2103595LI

PARCEL 1:

LOTS 1, 43, 44, 45, 46 AND 47 IN BLOCK 9 IN 12TH STREET ADDITION TO CICCAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 37 AND 38 IN BLOCK 8 IN 12TH STREET ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH

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UNOFFICIAL COPY

OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL OF THE NORTH - SOUTH 16 FOOT WIDE VACATED ALLEY RECORDED MARCH 20, 2003 AS DOCUMENT NUMBER0030384136 LYING EAST AND SOUTHEASTERLY OF THE EAST AND SOUTHEASTERLY LINES OF LOT 1, LYING WEST OF THE WEST LINE OF LOTS 43 TO 47, BOTH INCLUSIVE, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 47 AND LYING NORTH OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY AND SOUTH LINES OF LOT 1 TO THE SOUTHWEST CORNER OF LOT 43 ALL IN BLOCK 9 IN 12TH STREET ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS

TAX PARCEL NUMBERS:

16-14-423-028-0000

16-14-427-017-0000

16-14-427-018-0000

16-14-427-019-0000

16-14-427-020-0000

16-14-427-021-0000

1132 S. Homan Ave, Chicago, IL

3. "Hunter Perkins Campus"

Order No.:

CCHI2103596LI

PARCEL 1:

Cook County Cook of the Cook o LOT 11 (EXCEPT THE NORTH 3 FEET THEREOF) AND ALL OF LOT 12 IN THE RESUBDIVISION OF LOTS 63 TO 67 INCLUSIVE AND LOTS 203 TO 212 INCLUSIVE IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SFCTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERICIAN. IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, IN BLOCK 14, ALL IN AUBURN HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NUMBERS:

20-31-230-017-0000

20-31-230-018-0000

20-31-229-030-0000

COMMON ADDRESS 1700 W. 83rd St, Chicago, 1L