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This instrument was prepared by  
and after recording return to:

Kari B. Schwartz  
Sidley & Austin  
One First National Plaza  
Chicago, IL 60603

97540123

DEPT-01 RECORDING 151.00  
T#0012 TRAN 6071 07/25/97 14:53:00  
#4602 # CG \*-97-540123  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE, (the "Mortgage") is effective as of July 24, 1997, between ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL, Inc. with an address at 4319 West Washington Boulevard, Chicago, IL 60624 (herein referred to as "Mortgagor"), and the ILLINOIS FACILITIES FUND, an Illinois not for profit corporation, with an address at 300 West Adams Street, Suite 431, Chicago, Illinois 60606 (together with its successors and assigns, herein referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon a Promissory Note dated the same date as this Mortgage, in the principal sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), payable to the order of and delivered to the Mortgagee (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the "Note") by which Note the Mortgagor promises to pay to the holders of the Note the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the Maturity Date (as defined in the Note) and all of the principal and interest payments are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 300 West Adams Street, Suite 431, Chicago, Illinois 60606.

NOW, THEREFORE, (a) to secure the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Note, (b) to secure the payments and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by the Mortgagor, and (c) to secure the payments and performance of covenants and agreements to be performed by Mortgagor under any other promissory notes, instruments, or other documents (including, without limitation, other security instruments), affecting the Premises (as hereinafter defined) or other property of Mortgagor, which may hereafter be held by Mortgagee, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Mortgagor does by these presents MORTGAGE, ASSIGN,

BOX 333-CT1

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TRANSFER, SET OVER, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the real estate described on the attached Exhibit A and together with all of Mortgagor's estate, right, title and interest in that real estate, situated in the city of Chicago, county of Cook in the state of Illinois (the "Real Estate");

**TOGETHER WITH:** (a) all buildings, structures, improvements, tenements, easements, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all rents, issues, and profits of the Real Estate (which are pledged primarily and on a parity with the Real Estate and not secondarily); (c) all apparatus, equipment, or articles from now on used in or on the Real Estate to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, floor coverings, inador beds, awnings, stoves, and water heaters; and (d) all other apparatus, equipment, fixtures, articles or other personal property of the Mortgagor used in connection with the ownership, operation or construction of or upon the Real Estate (including, without limitation, Mortgagor's books and records). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns after the date of this Mortgage will be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is from now on in this document referred to as the "Premises".

**TO HAVE AND TO HOLD** the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits the Mortgagor does expressly release and waive.

## **MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:**

1. Repair, Restoration, and Compliance With Law. Mortgagor will: (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to the Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises and the use of the Premises; and (f) make no material alterations in the Premises except as required by Law or approved by the Mortgagee.

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2. Real Estate Taxes. Mortgagor will take such action as may be required to cause the Premises to be exempt from taxation under the laws of the State of Illinois, such exemption to be effective no later than one (1) year from the date of this Mortgage. Mortgagor will take all action as may be required to maintain the tax exempt status of the Premises. Mortgagor will provide a copy of the annual tax exemption affidavit filed with respect to the Premises with the County Assessor (or Supervisor of Assessments, as the case may be) within 45 days of the end of the Mortgagor's fiscal year. If the Premises is not tax exempt, Mortgagor will pay all general taxes before any penalty attaches, and will pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and will, upon written request, furnish to the Mortgagee duplicate receipts for those payments. To prevent default under this Mortgage, Mortgagor will pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Other Taxes. (a) In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien on the Premises, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then the Mortgagor, upon demand by the Mortgagee, will pay the taxes or assessments, or reimburse the Mortgagee for the taxes or assessments; provided, however, that if in the reasonable opinion of Mortgagee (i) it might be unlawful to require Mortgagor to make the payment or (ii) the making of the payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Mortgagee may elect, by written notice given to Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (60) days from the date of notice.

(b) If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax is due or becomes due in respect of the Note, the Mortgagor will pay such tax in the manner required by any such law. The Mortgagor will hold harmless, indemnify, and defend the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on this Mortgage or the issuance of the Note.

4. Protective Advances. In the case of a default under this Mortgage or under this Note, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including attorney's fees, and any other moneys advanced by Mortgagee to cure Mortgagor's default and protect the

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Premises and the Mortgagee's lien on the Premises, will be additional indebtedness secured by this Mortgage and will become immediately due and payable without notice and with interest charged at the lesser of the Default Rate (as defined in the Note) or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of the Mortgagee will never be considered as a waiver of any right accruing to the Mortgagee on account of any default on the part of the Mortgagor. The Mortgagee making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

5. Inspection. The Mortgagee will have the right, upon reasonable prior notice, to inspect the Premises together with all books and records at all reasonable times.

6. Impounds. At the Mortgagee's election, the Mortgagor will periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes, insurance, and assessments on the Premises. No deposit will bear any interest.

7. Modification of Obligations. If the payment of the Obligations (as defined in this Mortgage) or any part of the payment is modified, extended or varied or if any part of the security is released, all persons now or at any time liable therefor, or interested in the Premises, will be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage will continue in full force, the right of recourse against all persons being expressly reserved by the Mortgagee notwithstanding such extension, variation, or release.

8. Release. Mortgagee will release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all Obligations secured by this Mortgage and payment of a reasonable fee to Mortgagee for the execution of such release.

9. Insurance and Casualty. (a) Mortgagor will maintain the following in force during the term of this Mortgage:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion, and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises;

(ii) Comprehensive public liability insurance against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in, or about the Premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella"

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liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be required by the Mortgagee;

(iii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to the Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the Premises: (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the Premises, with extended coverage; (B) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees' liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000.00 with respect to personal injury or death for one or more persons; and (C) for the architect, professional liability insurance in form and amounts satisfactory to Mortgagee.

All such insurance will be written by companies and on forms with endorsements satisfactory to the Mortgagee, all with suitable loss payable and standard noncontribution mortgagee clauses attached in favor of the Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) and naming as additional insureds, Mortgagee, the Chicago School Reform Board of Trustees (the "Trustees") and the Board of Education of the City of Chicago (the "Board") (Mortgagee, the Trustees and the Board hereinafter being sometimes referred to, collectively, as the "Indemnitees"). Originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with the Mortgagee. Concurrently with the delivery of this Mortgage, and at such other times as one or more of the Indemnitees reasonably request, the Mortgagor will cause Mortgagor's insurer to provide an opinion letter to the Indemnitees stating that Mortgagor's insurance policies are in compliance and fulfill all of the requirements of this section. All policies will provide for, and the certificates of insurance delivered to the Mortgagee will reflect, the insurer's agreement to provide, among other things, written notice to the Mortgagee of the expiration or any anticipated cancellation of any insurance policies at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any policy, a certified copy of a certificate of insurance evidencing the renewal policy will be deposited with the Mortgagee.

(b) In case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds to which it is entitled under the insurance policies and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at the Mortgagee's option, may allow the Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises.

(c) The Mortgagor will notify the Mortgagee, in writing, of any casualty or loss to the Premises and the Mortgagor hereby directs each insurance company to make payment for the loss directly and solely to the Mortgagee in accordance with the terms of Mortgagor's insurance

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policies, and the Mortgagor agrees that any payment which is delivered, for any reason, to the Mortgagor will be held in trust for the Mortgagee and will be promptly delivered in the form received and in accordance with Mortgagor's insurance policies (except for any necessary endorsements) to the Mortgagee.

(d) In addition to other remedies available under this Mortgage, if after the Indemnitees' reasonable request, Mortgagor fails to provide the Indemnitees with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Indemnitees' interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Note, and Mortgagor is not otherwise in default under this Mortgage, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be liable and will reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Mortgagee reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance the Mortgagor would otherwise be able to obtain.

10. Condemnation. (a) If all or any part of the Premises will be taken through condemnation, and the taking would, in the judgment of the Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws, or regulations by reason of insufficient lot area, parking spaces, or otherwise, all Obligations will, upon notice, become due and payable at once at the option of the Mortgagee, whether or not a Default has occurred.

(b) In the event the Mortgagee does not exercise its right to accelerate the Loan (as defined in the Note) pursuant to the terms and provisions of section (a) above, the Mortgagee will be entitled to all awards (which term when used in this Mortgage will include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and the Mortgagee, after deducting all its expenses, including attorneys' fees, at its option may apply such net proceeds in such manner as the Mortgagee shall determine, to the

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reduction of the Obligations without regard to whether the Obligations are or are not then due. In the event any net proceeds remain from then on, such net proceeds will be paid to the Mortgagor. The Mortgagor agrees to execute further assignments of any awards as the Mortgagee may require.

11. No Transfer, Due on Sale. The Mortgagor will not, without the Mortgagee's prior written consent (which consent may be withheld in the Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in the Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this Section 11 will immediately be deemed a "Default". The Mortgagor will not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that might tend to impair the Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

12. Indemnification. The Mortgagor will defend, indemnify, save, and hold harmless the Indemnitees from and against, and promptly pay to, or reimburse the Indemnitees for, all loss, cost, expense, and liability the one or more of the Indemnitees may suffer or incur (regardless of whether contingent, direct, consequential, liquidated, or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against the Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of the Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) the loss or impairment of Mortgagor's status as a Charter School; (b) the breach or inaccuracy of any representation, warranty, agreement, or covenant of the Mortgagor set forth in the Note, this Mortgage, or any other document executed in connection with the Loan; (c) the release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") at or from the Premises into the indoor or outdoor environment; (d) the off-site migration, at any time of any Contaminant located in or on the Premises; or (e) the presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or an other Contaminant in or on the Premises.

13. Additional Covenants. The Mortgagor also covenants and agrees as follows:

(a) The Mortgagor will pay and perform each obligation of Borrower under the Note in accordance with the terms thereof;

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(b) The Mortgagor will maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the Mortgagor set forth in the Note and in this Mortgage have been satisfied (collectively, the "Obligations");

(c) The Mortgagor will use the proceeds of the Loan (as defined in the Note) for the purpose of acquisition and renovation of the Premises and for no other purpose;

(d) The Mortgagor will carry on any construction permitted by this Mortgage, in compliance with all applicable Laws;

(e) The Mortgagor will promptly give written notice to the Mortgagee of (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations; (ii) any action or event which may materially or adversely affect Mortgagor's status as a Charter School; and (iii) any notice of default received or given in connection with any other mortgage, lease, or agreement encumbering the Premises;

(f) Unless the Mortgagor notifies the Mortgagee in writing, the Mortgagee may use the Premises and/or the Mortgagor's name for publicity purposes; and

(g) Mortgagor will obtain and maintain in full force and effect all authorizations, qualifications, consents, approvals, exemptions, and filings with the Board of Education of the City of Chicago and any other appropriate governmental or administrative body necessary to continue its operation as a Charter School.

14. Representations and Warranties. The Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following will be true and correct at all times during the term of this Mortgage:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and the Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits, or proceedings pending, or, to the best of the Mortgagor's knowledge, threatened, against or affecting the Mortgagor or the Premises;

(c) Electric, sewer, water, telephone facilities and any other necessary utilities are, and the Mortgagor will cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been obtained and duly recorded or registered;

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(d) Mortgagor has obtained or will obtain, in a timely manner, all necessary consents, approvals, licenses, and permits in connection with the Premises, and any construction contemplated to be performed on the Premises, and the granting of this Mortgage;

(e) Mortgagor has obtained a Charter in accordance with the Charter School Law (as defined in the Note) and any other applicable laws or ordinances; and

(f) The Premises complies or will comply, in a timely manner, in all respects with all applicable Laws.

15. Titles; Liens. The Mortgagor represents and warrants that, upon delivery of this Mortgage to the Mortgagee, it will own good and merchantable fee title to the Premises, subject to no monetary liens other than this Mortgage and taxes not yet due and payable. The Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and the Mortgagor agrees that it will not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding the foregoing, the Mortgagor may, with the Mortgagee's written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the Premises for so long as the Mortgagor (a) is, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of the lien, (b) delivers to the Mortgagee security adequate (in the Mortgagee's sole discretion) to protect the Mortgagee's lien position on the Premises; and (c) promptly pays any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final.

16. Remedies Upon Default. (a) Upon the occurrence of a Default (as defined in the Note), at the option of Mortgagee and without notice to the Mortgagor (except as may be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately.

(b). When the Obligations become due, whether by acceleration or otherwise, Mortgagee will have the right to foreclose the lien of this Mortgage in accordance with applicable law. In any suit to foreclose the lien of this Mortgage, there will be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this

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section will become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee will be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations, or (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises will be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Note; fourth, any overplus to Mortgagor.

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises will be occupied as a homestead or not, and the Mortgagee may be appointed as the receiver. Such receiver will have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) No action for the enforcement of the lien or of any provision of this Mortgage will be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

(f) Upon any foreclosure sale, the Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

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(g) The Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither the Mortgagor nor anyone claiming through or under it will set up, claim, or seek to take advantage of any appraisal, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and the Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshalled upon any foreclosure of the lien of this Mortgage and agree that the Mortgagee, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, the Mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. The Mortgagor agrees, to the extent permitted by law, that no recovery of any judgment by the Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of the Mortgagor, will in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of the Mortgagee under this Mortgage, but the lien, rights, powers, and remedies will continue unimpaired as before, until the Obligations are paid in full.

17. No Waiver. No delay or omission of the Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default will exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, and remedy given to the Mortgagee may be exercised from time to time and as often as deemed expedient by the Mortgagee. No waiver of any Default under this Mortgage will extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent. If the Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission will otherwise release, discharge, modify, change, or affect the Obligations. No such act or omission will preclude the Mortgagee from exercising any right, power, or privilege granted in this Mortgage or intended to be granted in case of any Default then existing or of any subsequent Default, nor will the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section.

18. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to the Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy will be cumulative and concurrent and will be in addition to every other right, power, and remedy given under this Mortgage, the Note,

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or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.

19. Default Rate. If a Default will have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations will bear interest at the Default Rate (as defined in the Note).

20. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage will be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note will be in no way affected, prejudiced, or disturbed.

21. Modifications to this Mortgage. Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. Any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage will be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

22. Governing Law. This Mortgage will be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

23. Further Assurances. At any time and from time to time, upon the Mortgagee's request, the Mortgagor will make, execute, and deliver, or cause to be made, executed, and delivered, to the Mortgagee, and where appropriate will cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as will be deemed desirable by the Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by the Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by the Mortgagor to do so, after having been requested to do so in writing by the Mortgagee, the Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises.

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24. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.

25. Notices. All notices, requests, and demands to be made under this Mortgage will be in writing and given in accordance with the terms of the Note.

26. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage will be a construction mortgage, as that term is defined in Section 9-313(1)(c) of the Uniform Commercial Code, as adopted by the State of Illinois.

27. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of \$1,500,000.00.

28. Successor and Assigns. This Mortgage and all its provisions, will extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage will include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section will be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage will include the successors and assigns of the Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage.

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WITNESS the hand and seal of Mortgagor the day and year first above written.

ACADEMY OF COMMUNICATIONS AND  
TECHNOLOGY CHARTER SCHOOL, INC.

By: Michelle Smith

Name: Michelle Smith

Its: Chairperson

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## EXHIBIT A

### Legal Description

LOTS 5 THROUGH 9 IN BLOCK 36 IN THE SUBDIVISION OF THE SOUTH ½ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART LYING EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 36 IN THE SUBDIVISION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 5 IN BLOCK 36 IN SAID SUBDIVISION FOR A DISTANCE OF 102.05 FEET TO THE SOUTHERLY EXTENSION OF THE WEST FACE OF A 1 STORY BRICK BUILDING AND THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EXTENSION AND SAID WEST FACE FOR A DISTANCE OF 12.33 FEET; THENCE EAST ALONG A NORTH FACE OF SAID 1 STORY BRICK BUILDING 4.0 FEET TO A WEST FACE OF A 4 STORY STONE AND BRICK RECTORY BUILDING, IN COOK COUNTY, ILLINOIS.

Common Property: 4319 W. Washington  
Chicago, IL 60624

Permanent Identification No., 16-10-422-024-0000

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STATE OF ILLINOIS

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) SS.

COUNTY OF

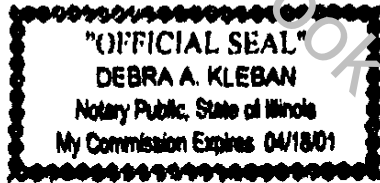
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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michelle Smith personally known to me to be the Chairperson of ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL, Inc. appeared before me this day in person and acknowledged that, as such Chairperson, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of July, 1997.

Debra A. Kleban

Notary Public



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