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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

_____)	
City of Chicago,)	
)	
Plaintiff,)	
)	Case No. <u>2023CH07076</u>
v.)	
)	
Vision Property Management, LLC,)	
FTE Networks, Inc.,)	
US Home Rentals, LLC, Alexander Szkaradek,)	
Alan Investments III, LLC,)	
Kaja Holdings 2, LLC, Kaja Holdings LLC,)	
Mo Seven, LLC, PA Seven LLC,)	
RVFM 11 Series LLC, RVFM 13 Series LLC,)	
RVFM 4, LLC, ACM Vision V, LLC,)	
)	
Defendants.)	
_____)	

COMPLAINT

Plaintiff City of Chicago files this Complaint because Defendants committed deceptive and unfair practices in the course of selling and leasing residential properties to predominantly low-income Chicagoans, leading to evictions, displacement, and severe financial hardship.

INTRODUCTION

1. Since 2004, Defendants have engaged in a nationwide scheme that takes advantage of low-income consumers who dream of owning a home. Egregiously, Defendants’ scheme has targeted predominantly Black communities on the South Side of Chicago, in many instances buying up homes in the same historically underserved neighborhoods that the City has prioritized

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for equitable investment and neighborhood revitalization through its INVEST South/West initiative.^{1,2}

2. Defendants bought foreclosed homes that often contain significant defects. Defendants made no improvements to the homes and offer them on a rent-to-own basis shortly thereafter at a high mark-up. For example, a now-defunct affiliate of Defendants, known as Mom Haven, bought a Chicago property in a foreclosure sale for \$1 in June 2011. One month later, Mom Haven entered into an agreement with a consumer for the property, quoting a sale price of \$62,000.³

3. Defendants initially offered “Agreements for Deed,” under which the consumer would receive legal title to the property after twenty or thirty years of making principal and interest payments. In or about 2013, to evade growing state regulation of Agreements for Deed, Defendants created a new agreement called a “Lease with Option to Purchase” (“Lease”). Under Leases, consumers take on all the responsibilities of being homeowners and receive none of the benefits.

4. Defendants’ contracts treat consumers as if they are homeowners by requiring consumers to remediate unsafe conditions and pay taxes, insurance, and utility bills. But if consumers fall behind on monthly payments, Defendants remove consumers through abbreviated

¹ See City of Chicago, *Invest South/West Three Year Update* (Nov. 2022), available at https://www.chicago.gov/content/dam/city/sites/invest_sw/ISW_3Year_Update.pdf.

² Heather Cherone, *How Did Chicago Become So Segregated? By Inventing Modern Segregation*, WTTW News, available at <https://interactive.wttw.com/firsthand/segregation/how-did-chicago-become-so-segregated-by-inventing-modern-segregation>.

³ Defendants’ practices share troubling similarity with contract-buying schemes in the 1950s and 60s. Those unfair and abusive contracts targeted Black families in Chicago, and according to studies cost those families between \$3 and \$4 billion. See Samuel DuBois Cook Center on Social Equity at Duke University and the Nathalie P. Voorhees Center at the University of Illinois Chicago, *The Plunder of Black Wealth in Chicago: New Findings on the Lasting Toll of Predatory Housing Contracts*, at iii (May 2019), available at <https://socialequity.duke.edu/wp-content/uploads/2019/10/Plunder-of-Black-Wealth-in-Chicago.pdf>.

eviction proceedings instead of the more consumer-protective foreclosure process that would apply if consumers were homeowners.

5. Moreover, unlike homeowners, consumers who contract with Defendants do not benefit from the time and money that they spend fixing their homes. As the National Consumer Law Center observed, these types of agreements “allow investors to reap substantial profits, at the expense of would-be homeowners who, because of the structure of the transaction, build no equity in the property, despite their payments.”⁴

6. Defendants cannot have it both ways. If Defendants’ contracts are mortgages, then Defendants must provide residents with additional protections that apply to mortgagors. Defendants fail to do so. If Defendants’ contracts are rental agreements, then Defendants must maintain habitable properties. Defendants fail to do that either.

7. Defendants’ conduct violates the Municipal Code of Chicago (“MCC”) in several respects. First, Defendants offered properties that Defendants knew contained dangerous and/or unlawful conditions such as unsafe stairs, faulty electrical wiring, and inoperable plumbing. Yet Defendants failed to disclose these material facts to consumers before entering Agreements for Deed and Leases.

8. Second, Defendants’ Leases unfairly place the burden on consumers to make Defendants’ properties habitable, violating Chicago’s Residential Landlord-Tenant Ordinance.

9. Third, Defendants failed to remit property taxes to the Cook County Treasurer, even though consumers’ monthly bills include a property-tax payment. Defendants’ failure has caused

⁴ National Consumer Law Center, *Toxic Transactions: How Land Installment Contracts Once Again Threaten Communities of Color* at 3 (July 2016), available at <https://www.nclc.org/images/pdf/pr-reports/report-land-contracts.pdf>.

consumers—who invested substantial time and money fixing up their homes—to lose their homes in tax sales despite making regular payments supposedly earmarked for those taxes.

10. Fourth, even when consumers who diverted their limited resources to fixing Defendants' properties managed to complete their payment obligations, Defendants breached their promises by failing to convert Leases into agreements that could lead to home ownership.

11. After scrutiny by local, state, and federal governments as well as news outlets, Defendants again sought to shift their business model in or around 2019. This time, Defendants announced that they would return to traditional rental and sales arrangements. In seeking a fresh start for themselves, Defendants have neglected their obligations to Chicagoans in ongoing contracts and placed those residents' homes in jeopardy. The City therefore files this action to require Defendants to satisfy their legal obligations and make injured Chicagoans whole.

THE PARTIES

12. Plaintiff City of Chicago is a municipal corporation and a home-rule unit organized under Illinois law.

13. Defendant Vision Property Management, LLC ("Vision") is a limited liability company organized under Delaware law with its principal place of business in Columbia, South Carolina. Vision engaged in home purchase lending in Chicago and across the country. Vision coordinated and directly engaged in the conduct described in this complaint.

14. The now-dissolved VPM Holdings LLC ("VPM Holdings") was a limited liability company organized under South Carolina law with its principal place of business in Columbia, South Carolina. The Illinois Secretary of State revoked VPM Holdings' registration to do business in the state in September 2020. On information and belief, until VPM Holdings was

administratively dissolved on January 2, 2022, it was the managing member for the following “Affiliated Defendants” that hold titles to Chicago properties that Defendants leased to consumers:

- a. Defendant Alan Investments III, LLC, is a Delaware limited liability company. The Illinois Secretary of State revoked the company’s registration to do business in Illinois in December 2020.
- b. Defendant Kaja Holdings 2, LLC is a Delaware limited liability company. The Illinois Secretary of State revoked the company’s registration to do business in Illinois in December 2020.
- c. Defendant Kaja Holdings LLC is a Delaware limited liability company. The Illinois Secretary of State revoked the company’s registration to do business in Illinois in December 2020.
- d. Defendant Mo Seven, LLC is a South Carolina limited liability corporation. The Illinois Secretary of State revoked its license to do business in the state in December 2020.
- e. Defendant PA Seven LLC is a Pennsylvania limited liability corporation. It is not registered to do business in Illinois.
- f. Defendant RVFM 11 Series LLC is a Delaware limited liability company. The Illinois Secretary of State revoked the company’s registration to do business in Illinois in November 2019.
- g. Defendant RVFM 13 Series LLC is a Delaware limited liability company. It is not registered to do business in Illinois.

h. Defendant RVFM 4 Series, LLC, formerly RVFM 4, LLC, is a South Carolina limited liability company. The Illinois Secretary of State revoked the company's registration to do business in Illinois in March 2020.

15. Defendant ACM Vision V, LLC is a Delaware limited liability company. The Illinois Secretary of State revoked the company's registration to do business in Illinois in 2020. On information and belief, ACM Vision V is jointly owned by Atalaya Capital Management (one of Vision's major funders) and Defendant Alex Szkaradek. Like the Affiliated Defendants, ACM Vision V owned properties in the City of Chicago and entered contracts with consumers to live in those properties.

16. Defendant Alexander Szkaradek was at all times relevant to this complaint, the CEO and a Managing Member of Vision Property Management, LLC. On information and belief, he is a resident of South Carolina. Until Vision's acquisition, Szkaradek directed and controlled the conduct and practices of Vision, ACM Vision V, VPM Holdings, and the Affiliated Defendants.

17. Defendant FTE Networks, Inc. ("FTE") is a Nevada corporation that acquired Vision and its affiliated assets in December 2019. FTE's principal place of business is in New York, New York. It is not registered to do business in Illinois. In May 2020, the New York Stock Exchange delisted FTE for engaging in conduct "contrary to the public interest." In July 2021, federal and state prosecutors indicted FTE's former Chief Executive Officer and Chief Financial Officer on fraud and other charges.⁵ After FTE acquired Vision and its assets, it assumed Vision's, VPM Holdings', ACM Vision V's, and the Affiliate Defendants' Leases and Agreements for Deed.

⁵ Dan Mangan, *Former executives of FTE Networks charged with securities fraud and asset swindle, sued by SEC*, CNBC (July 15, 2021), available at <https://www.cnbc.com/2021/07/15/fte-networks-executives-charged-with-securities-fraud-conspiracy.html>

18. Defendant US Home Rentals, LLC is a Michigan limited liability company. Its principal place of business is listed as Birmingham, Michigan. It is not registered to do business in Illinois. FTE designated US Home Rentals as the acquisition subsidiary in its 2019 purchase of Vision and its assets. After the merger, US Home Rentals began servicing Vision's ongoing contracts.

19. FTE and US Home Rentals are liable for Vision's, ACM Vision V's, and the Affiliate Defendants' violations. In a regulatory filing, FTE explained that Vision's management team would "continue as senior executives of the Company and major shareholders."⁶ When FTE purchased Vision's assets and liabilities, Vision's, VPM Holdings', ACM Vision V's, and the Affiliate Defendants' unfair practices were publicly known from lawsuits, news stories, and complaints. Furthermore, FTE's purchase agreement assumed the "Entities' indebtedness" and did not exclude liabilities for the claims in this complaint.

20. On information and belief, Vision Property Management, LLC continues to operate in some capacity after the 2019 acquisition. In June 2020, Vision received a \$524,700 Paycheck Protection Program loan from the Small Business Administration and attested that it employed 45 people during the loan period.⁷

JURISDICTION AND VENUE

21. The Court has subject-matter jurisdiction under Article VI, Section 9 of the Illinois Constitution.

⁶ *Id.*

⁷ FederalPay PPP Lookup, available at <https://www.federalpay.org/paycheck-protection-program/vision-property-management-columbia-sc>.

22. The Court has personal jurisdiction over Defendants under 735 ILCS 5/2-209 because Defendants have conducted business in Illinois and has entered contracts or made promises that are substantially connected to Illinois.

23. Venue is proper under 735 ILCS 5/2-101 because part of the transactions underlying Chicago's claims occurred in Cook County.

GENERAL ALLEGATIONS

24. Beginning in 2004, Vision, ACM Vision V, and the Affiliated Defendants bought homes cheaply and in bulk in Chicago and other cities. Defendants enticed consumers by marketing the homes as a unique home ownership opportunity for people with low income or credit problems. But the contracts that Defendants created, which FTE Networks and US Home Rentals now service, contain unfair and deceptive terms that render homeownership nearly impossible.

25. Defendants' contracts have changed over time. Initially, Defendants offered installment contracts called Agreements for Deed. Under an Agreement for Deed, the consumer pays a certain amount at a given interest rate over a period of 20 to 30 years. *See* Ex. A. Unlike a traditional mortgage, the consumer does not receive the deed until completing the required payments. If the consumer defaults at any time, the Agreement for Deed gives Defendants the right to immediately terminate the agreement and retake control of the premises or remove the consumer through the eviction process as though the consumer were a tenant. The consumer receives no benefit for the repairs and investments made in the home.

26. In the years following the 2008 financial crisis, state legislatures began to learn about the harms to constituents in contracts like Defendants' Agreements for Deed. Many states—including Illinois—passed laws requiring additional protections for buyers in these contracts

beginning in 2010. *See, e.g.*, Illinois' Installment Sales Contract Act, 765 ILCS 67/1 et seq. (eff. January 1, 2018).

27. On information and belief, Defendants restructured their contracts to avoid these new regulations. In 2013, Defendants began offering Leases. *See* Exs. B (redacted Kaja Holdings Lease), C (redacted Mo Seven Lease).

28. Defendants' Leases contain some provisions and terminology typical in rental agreements. The consumers are called "Lessees," their monthly payments are called "lease payments," and, in the event of default, Defendants reserve the right to initiate eviction proceedings. *See* Exs. B, C.

29. Defendants have tried to create a legal grey area so that their Leases can go unregulated by both state installment sales laws and state or local housing codes. Defendant Alex Szkaradek publicly referred to the Lease as a "hybrid lease."⁸ In a letter to Szkaradek seeking information about the company's practices, former United States Representative Elijah Cummings reported that Vision attorneys claimed that landlord/tenant laws in Maryland applied only "to some degree" to Vision properties.⁹

30. There is no room for such a grey area in Chicago. Defendant's Leases are "rental agreements" under the City's Residential Landlord-Tenant Ordinance and violate that Ordinance in several ways. Most significantly, the Leases unlawfully shift the warranty of habitability to

⁸ Alexandra Stevenson & Matthew Goldstein, *Rent-to-Own Homes: A Win-Win for Landlords, a Risk for Tenants*, The New York Times, Aug. 22, 2016, available at <https://www.nytimes.com/2016/08/22/business/dealbook/rent-to-own-homes-a-win-win-for-landlords-a-risk-for-struggling-tenants.html>.

⁹ Letter to Alex Szkaradek from Rep. Elijah E. Cummings, ranking member of the United States House of Representatives Committee on Oversight and Government Reform, (May 11, 2017), available at <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/documents/2017-05-11.EEC%20to%20Vision.pdf>.

consumers, making consumers financially and legally responsible for remediating dangerous and uninhabitable conditions without any ability to benefit from the value they add by making repairs.

31. Not only do Defendants unfairly shift responsibility for those conditions on consumers, but they also fail to disclose known uninhabitable conditions and code enforcement proceedings to prospective consumers. By failing to make these disclosures, consumers are not aware of the full extent of repairs that the homes require and sometimes find themselves unable to make their monthly payments.

32. When consumers are saddled with expensive repairs and cannot make their monthly payments, Defendants evict them. Defendants have evicted dozens of Chicago families. For example, just two of the Affiliate Defendants, Kaja Holdings and Mo Seven LLC, have filed at least 60 eviction actions since 2015. On information and belief, the City alleges that the other Defendants have similar numbers of eviction actions on file, and that Defendants have filed many more evictions than apparent from public dockets because many of those matters are sealed.

33. The Chicagoans that Defendants evict suffer the harms that eviction records bring, including family disruption and difficulty renting safe and secure housing in the future.¹⁰ Evicted consumers also do not receive credit for any of the improvements they have made to the properties.

34. Defendants' failure to pay property taxes also causes Chicagoans to lose their homes through property tax sales.

35. Defendants' unfair practices related to these agreements harm and displace Chicago residents who have invested thousands of dollars and countless hours into properties that they thought would be their forever homes.

¹⁰ *Prejudged: The Stigma of Eviction Records*, Housing Action Illinois and Lawyers' Committee for Better Housing, March 2018, available at <https://housingactionil.org/downloads/EvictionReport2018.pdf>.

I. Defendants' Leases Impermissibly Shift Responsibility for Maintaining Properties to Tenants.

36. Around 2013, Defendants shifted to Leases to evade increasing state regulation of installment contracts like Defendants' Agreements for Deed. But Defendants' business model was largely unchanged – it still depended on buying cheap homes and shifting all the costs of fixing and maintaining the property to the consumer.

37. Defendants often purchased formerly foreclosed homes that are in extremely poor condition. These homes are often in serious disrepair and are missing pipes, windows, appliances, furnaces, plumbing, and stairs. Some properties are infested with mold. Others completely lack plumbing systems and electricity.

38. Defendants' Leases specify that properties are sold in “as is” condition, however, even when they are uninhabitable. Defendants' Leases state:

LESSEE(s) acknowledges and understands that the premises referenced herein is LEASED in strictly “AS IS/WHERE IS” condition, and it is mutually agreed, by and between the parties hereto, that the LESSEE(s) is solely responsible for maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, within a reasonable period of time not exceeding THREE (3) months of the date of execution of this agreement, and maintaining the premises in a good state of repair during this agreement.

Ex. B at 2, Ex. C. at 2.

39. Chicago's housing code does not allow landlords to disclaim the warranty of habitability. *See* MCC §§ 5-12-070, 5-12-140(a). The Leases' “as-is” clauses are thus unlawful.

40. Defendants' Leases are unlawful in other ways too. Chicago's housing code prohibits late fees exceeding \$10 where monthly rent is no more than \$500. *Id.* § 5-12-140(h). Yet Defendants' Leases impose late fees exceeding this limit. Ex. C. at 2.

II. Defendants Fail to Disclose Known Uninhabitable Conditions and Code Violation Proceedings to Consumers.

41. Further compounding the unfair nature of Defendants' practices, Defendants deceived consumers about the conditions of the homes that Defendants offered.

42. On information and belief, Defendants inspect properties before buying them. Defendants are thus aware of the defects and uninhabitable conditions in the homes that they buy and subsequently sell or lease. Furthermore, some of the homes that Defendants purchase are in demolition proceedings when Defendants contract with consumers. Although Defendants are aware of these issues, they do not disclose them to consumers.

43. Defendants provide prospective consumers with a code to a lockbox that contains the key to the property. In many instances, the utilities at the home are turned off. When utilities are off, consumers are often unable to identify code violations and housing conditions like missing plumbing and electrical wires.

44. While prospective consumers could privately arrange for an inspection, Defendants pressure consumers out of doing so by representing that Defendants' properties are in high demand. (*See* Consumer B, *infra*.)

45. In their Leases, Defendants take the position that "as an informed Lessee," consumers must assess and discover these violations on their own, including by "contacting [their] local building inspector to verify any known violations." *See* Ex. B at 11.

46. Defendants' failure to disclose conditions affecting habitability and ongoing code enforcement proceedings violates the City's landlord-tenant laws. *See* MCC § 5-12-100.

47. As a result of Defendants' deceptions, consumers do not understand the full extent and cost of the repairs that will be necessary for them to make the home habitable—a duty that, as discussed above, cannot be placed on consumers in Leases.

48. Consumers are more likely to encounter financial difficulties and be unable to make their monthly payments—putting them at risk of eviction—because of Defendants’ failure to disclose known code violations and housing conditions.

49. In addition to the unforeseen costs for significant repairs, some consumers are forced to spend time and resources defending against demolition in court because of the longstanding violations.

50. For an example of how Defendants’ deceptions harm Chicago consumers, see the story of Consumer A, *infra*.

III. Defendants Fail to Remit Property Tax Payments, Resulting in Tax Sales.

51. Around the same time that FTE Networks acquired Vision’s assets in late 2019, Defendants shuttered Vision’s website and stated that they were transitioning to traditional home rentals and sales. In January 2020, Michael Beys, the interim CEO of FTE Networks, explained to shareholders that Vision “has exited its previous ‘rent-to-own’ business model.”¹¹ But throughout Chicago and across the country, consumers continue to operate under Agreements for Deed and Leases.

52. Defendants represent to consumers in both Agreements for Deed and Leases that Defendants will pay property taxes to local authorities. Despite putting almost every other responsibility on the consumer—even when doing so is unlawful—Defendants fail to live up to their end of the bargain and ignore their responsibility to pay taxes. By doing so, Defendants drive consumers who have complied with their agreements out of their homes.

¹¹ FTE Networks Provides Shareholder Update, GlobeNewswire (January 3, 2020), available at <https://www.globenewswire.com/news-release/2020/01/03/1966164/0/en/FTE-Networks-Provides-Shareholder-Update.html>.

53. Defendants' Agreements for Deed refer to attached Promissory Notes providing that, in addition to a monthly installment to pay off the house's purchase price, the purchaser must pay a set amount "for real estate taxes." Ex. A at 5.

54. Defendants' Leases require consumers to pay a monthly sum for real estate taxes in addition to a "lease payment." Exs. B at 2, C at 1.

55. Despite collecting monthly payments that are earmarked for property taxes, Defendants do not remit those funds. Consumers, who make their monthly payments under threat of eviction, do not realize that Defendants fail to remit the portion earmarked for property taxes.

56. In Chicago, property taxes are paid to the Cook County Treasurer. State law requires that the Treasurer conduct annual tax sales. At the tax sale, purchasers can buy delinquent property taxes. If the property owner does not redeem the delinquent taxes by paying the owed amount within the statutory period, a tax buyer can petition the court for the deed to the property. *See* 35 ILCS 200/21-350.

57. Because consumers make monthly tax payments, they have no reason to believe that Defendants are failing to pay local tax authorities. Consumers are often unaware that their taxes are delinquent or even that the taxes have been sold to a tax buyer. Some consumers receive tax delinquency notices but, because they have made their monthly payments, assume that the notice is a scam.

58. Even when consumers learn about the tax sale before it occurs, they are often financially unable to redeem the taxes because, having already paid them, they have not budgeted for the significant additional expense.

59. Defendants' failure to remit property taxes is widespread. For example, Defendant Kaja Holdings 2, LLC has forfeited title to at least nine properties in the City of Chicago due to its

persistent failure to pay property taxes and is at risk of losing title to an additional eight properties in Chicago due to unpaid taxes that have been sold at auction to third parties. At least 12 properties owned by Defendant Mo Seven, LLC have tax delinquencies listed on the Cook County Treasurer's website. Other Affiliated Defendants have similar records of tax delinquency.

60. Failure to pay property taxes is a frequent complaint on Defendants' Better Business Bureau listing:



Initial Complaint
03/21/2022

Complaint Type: Problems with Product/Service
Status: BBB unable to locate business ?

Just received a letter 3/21/2022, from an other company stating I owe them \$1197.48 for unpaid property tax from 2019 when my house was still on a rent to own contract with VPM. When I received the property tax bill in the mail in 2019 I called VPM to ask if they paid that bill or if it was on me to pay the bill. The representative for the company stated to me that VPM was to pay the bill and that I did not need to worry about the property taxes. I want this company to either pay the bill or reimburse me for the amount of \$1197.48

Complaint Type: Problems with Product/Service **Status:** Unanswered ?

05/07/2021



I have a contract with vision property. My taxes are in with my payment. They are to pay them. Actually per my contract, \$100.00 of my monthly payment goes for taxes. My taxes don't even add up to \$100.00 dollars a month. So there should be plenty of money sitting there for these taxes. I have had to contact and get them to pay them the last few years. I contacted them several times last year regarding this and finally received an email from Vania- whom I see may not work there anymore since she is not listed on my account as a representative- she said she would send for these to get paid. Taxes were due by no later than Sept 2020. Here we are april 2021. They have not been paid. They were SOLD at a tax sale. I want these paid. Also I believe price adjustment, for the overpaid taxes.

Desired Outcome
Billing adjustment

Complaint Type: Delivery Issues **Status:** Unanswered ?



02/23/2021

This company is not paying the property taxes in the past 3 years

Desired Outcome

Billing adjustment

Complaint Type: Problems with Product/Service **Status:** Unanswered ?



02/01/2021

I just got a tax forcloser warning in the mail about unpaid property taxes. When taxes are included in my payments. I have always paid on time since getting this house 3 years ago. It has property taxes included in the payment and I got a tax forcloser warning for unpaid taxes. Seems to be a pattern and you can't get ahold of them I can find no phone number.

Desired Outcome

I want them to ether refund the 4000 I sent them to pay property taxes the last 3 years. Or pay the property taxes that are behind.

61. This practice forces Chicago consumers out of their homes with little notice. One consumer reported not knowing about the tax sale and petition for deed until a sheriff knocked on his door.

62. These consumers lose the significant investments they made to make their homes habitable, despite complying with the terms of their agreements.

63. For examples of Defendants' failures to pay property taxes, see Consumer Stories A, B, and C *infra*.

IV. Alexander Szkaradek Directed and Controlled Vision's Illegal Conduct.

64. As described in Paragraph 16 above, Alexander Szkaradek was the CEO and a Managing Member of Vision from its founding until FTE's acquisition in December 2019.

65. As CEO and a Managing Member of Vision, Alex Szkaradek was directly involved in the creation of Defendants' business model and in the strategic and day-to-day operations of Vision, ACM Vision V, VPM Holdings, and the Affiliate Defendants at all times relevant to this

complaint until at least December 2019. During that time, Szkaradek had full knowledge of and authority to control the illegal conduct alleged in this complaint. As alleged in Paragraph 29 above, Szkaradek defended Vision's practices publicly.¹²

66. In addition, Szkaradek was directly involved in Defendants' real estate practices, including by personally signing at least one Agreement for Deed and on information and belief, other agreements for properties in Chicago. *See* Ex. A at 6.

67. When announcing the merger, FTE explained in a regulatory filing that Vision's management team would "continue as senior executives of the Company and major shareholders."¹³ On information and belief, Szkaradek continues to participate in Defendants' activities and owns a minority share in FTE common stock and/or preferred stock.

V. Consumer Stories

68. Below are just a few examples of stories of Chicago consumers whom Defendants deceived and treated unfairly.

Consumer A

69. Consumer A was struggling financially and needed somewhere to live when Consumer A saw a sign outside a property in the Pullman neighborhood offering a rent-to-own agreement for \$500 a month. Consumer A called the number on the sign and ended up talking with Vision.

¹² Stevenson & Goldstein, *supra* n. 7.

¹³ FTE Signs Definitive Agreement to Acquire 3,000+ Unit Rental Home Asset Owner and Operator, GlobeNewswire (December 20, 2019), available at www.globenewswire.com/news-release/2019/12/20/1963789/0/en/FTE-Signs-Definitive-Agreement-to-Acquire-3-000-Unit-Rental-Home-Asset-Owner-and-Operator.html.

70. Consumer A performed a self-guided tour of the property. It was “totally gutted.” It lacked toilets, sinks, windows, and radiators. Though the house was in bad shape, Consumer A felt that it was the only option available given Consumer A’s financial situation.

71. Consumer A entered into an Agreement for Deed with Defendant Mo Seven, LLC, in May 2012. Pursuant to the Agreement for Deed, Consumer A was to pay \$25,000 over a twenty-year period at an interest rate of 9.749%.

72. The Agreement for Deed required a down payment of \$750 and a monthly payment thereafter of \$370.

73. As explained in the Promissory Note attached to the Agreement for Deed, Consumer A’s monthly payment included a \$140 charge “for real estate taxes.”

74. The Agreement for Deed also contains a term that the property was being transferred in “as-is” condition, and that Consumer A was “solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding THREE (3) months.” In the event of contract termination, the Agreement provides that “all improvements constructed in or upon the property shall be rendered forfeit and shall inure to the benefit of the [Defendants].”

75. Despite being styled as an Agreement for Deed, the contract provides that Defendants “will initiate an action to *evict* [Consumer A] when any *rent* payment is more than thirty (30) days late.” (emphasis added).

76. Consumer A was unaware that the property already had been in code enforcement proceedings for five months when Consumer A entered into the Agreement for Deed. The inspection report preceding the enforcement action noted the following problems:

- Stripped and inoperable electrical

- Missing electrical fixtures
- Warped flooring
- Cracked panes
- Stripped and inoperable plumbing
- Stripped and inoperable heating
- Damaged handrails
- Collapsed stairs
- Dangerous and hazardous stairs

77. Consumer A had to appear in court multiple times to resolve the violations and avoid a demolition order. Consumer A reported to the City that on one occasion the judge said that the property was in such bad shape that Mo Seven should not have sold it. Defendant Mo Seven LLC did not appear at the proceedings, even though the court ordered it to do so.

78. The court stayed the case to give Consumer A time to make the necessary repairs, which cost thousands of dollars. Consumer A had to replace the furnace, update the heating and electric systems, and install radiators.

79. When Consumer A finally moved in, the window frames were still boarded up because Consumer A could not yet afford to replace them.

80. Although the Promissory Note attached to the Agreement for Deed expressly states that \$140 of the monthly payment goes to taxes, and Consumer A makes all required payments, Consumer A has received multiple notices that the taxes are delinquent. Consumer A must make multiple calls to ensure that the taxes are paid.

Consumer B

81. Consumer B looked for a home to buy on a rent-to-own basis in the spring of 2014.

82. After viewing Vision's website, Consumer B conducted self-guided tours at a few properties and eventually found one in Calumet Park that seemed suitable. There were elements that needed repair and the house lacked toilets, but Consumer B considered it the best option.

83. Defendants told Consumer B that there was a need to apply quickly because Defendants' properties moved fast. Consumer B submitted the application and was approved. In August 2014, Consumer B and Defendant Mo Seven, LLC, entered into a Lease.

84. The purchase price of the home was \$24,000. The Lease required a \$500 down payment followed by \$400 monthly payments thereafter for seven years. The Lease provided that \$160 of the monthly payment went towards property taxes; \$88.21 of each monthly payment went towards the purchase price.

85. When the Lease expires, Consumer B will have paid a total of \$31,300, with \$7,292.17 going towards the purchase price, leaving a balance of \$16,700.

86. The Lease states that the premises were leased in "as is/where is" condition and that the "lessee[] is solely responsible for maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes."

87. After moving in, Consumer B realized that there were significant problems in the home. For example, the home did not have a furnace or water tank. There was also a cracked water main, which had caused the property to accumulate a very expensive water bill. Defendants refused to pay for the bill, contending that Consumer B was liable for all fines, fees, and charges that were delinquent or currently due.

88. Consumer B spent about \$6,000 to repair the home.

89. Even though Consumer B made each of the required monthly payments, including \$160 each month earmarked for real estate taxes, Defendants failed to pay the 2014, 2015, 2016, and first installment of the 2017 property taxes.

90. A tax buyer purchased the property taxes in June 2016.

91. When the taxes were sold to a tax buyer, Consumer B was at risk of losing the home after spending thousands of dollars on repairs and making regular payments towards the purchase price.

92. To stop the tax sale and avoid losing the home, Consumer B had to seek legal assistance and file for bankruptcy. Consumer B's bankruptcy plan includes payments to redeem the property taxes, even though Consumer B already made the tax payments to Defendants on a monthly basis. Consumer B has not yet been discharged from bankruptcy.

Consumer C

93. Consumer C is a couple that signed a Lease with Defendant Kaja Holdings 2, LLC, in 2014 for a property in the Chatham neighborhood of Chicago.

94. The Lease obligated Consumer C to make an initial payment of \$2,500 as an option consideration as well as an additional payment of \$1000 to be credited toward the purchase price of \$50,000. The Lease refers to Consumer C as a "lessee."

95. Consumer C's monthly payment under the agreement was \$560. That amount included \$385 in rent, \$15 for insurance, and \$160 in real estate taxes.

96. When Consumer C signed the Lease, Defendants informed Consumer C that the Lease would convert to a mortgage with a 10% interest rate after seven years.

97. The property was leased to Consumer C "as is," with Consumer C obligated to bring the property "to a habitable condition" and up to code within three months.

98. Consumer C had to perform significant repair work before they could move in. The house was missing plumbing, toilets, sinks, and kitchen appliances. The second floor and attic furnaces needed servicing, as did the hot water heater. The house also required major electrical work. In total, Consumer C estimates spending over \$10,000 to repair the property.

99. Even though Consumer C paid money earmarked for taxes to Defendants every month, Defendants did not pay property taxes to Cook County.

100. Consumer C frequently contacted Defendants to discuss the tax issue. A representative told Consumer C on multiple occasions over the course of several years that the taxes would be paid, but they were not.

101. Consumer C came close to losing their home in 2016. Their delinquent taxes were sold at a tax sale. Fortunately, Consumer C was able to vacate the tax sale in a bankruptcy action. Consumer C continues to pay the taxes to Defendants and receives notices that taxes are owed.

102. Consumer C's Lease expired in January 2021. The Lease gives Consumer C three options upon expiration. The first option provides that "the lease shall convert to a Seller Financed Contract" and that the "conversion shall be documented by a separate instrument."

103. Consumer C repeatedly asked Defendants – first Vision Property Management and then, after FTE's acquisition, US Home Rentals representatives – about converting their Lease, beginning about six months before the term expired. When Consumer C called, Defendants refused to talk about a conversion. Defendants referred Consumer C to different people in the company. Consumer C also tried emailing Defendants, to no avail.

104. Subsequently, a US Home Rentals representative informed Consumer C that seller financing "may be unavailable... because [Consumer C] w[as] recently discharged from

bankruptcy proceedings.” Consumer C’s contract contains no qualification on financing related to bankruptcy.

105. Despite Defendants’ earlier statements that Consumer C could receive seller-financing, Defendants have refused and instead demand that Consumer C pay the remaining balance in full.

VI. Regulators Have Repeatedly Concluded That Vision Engages In Deceptive And Unfair Practices, Harming Predominantly Low-Income Consumers.

106. In 2017, then-U.S. Rep. Elijah Cummings sent a letter to Vision observing that the company “reaps significant financial rewards by obtaining foreclosed properties at bargain-basement properties, leasing them ‘as is’ under lease-to-own agreements, and requiring tenants to pay many times the purchase prices over the course of their leases while bearing all of the costs of repairing and maintaining the properties.” Rep. Cummings noted that “Vision boosts its profits by ignoring state and local laws requiring it to ensure the habitability of its properties and protect tenants from lead and other hazards.”¹⁴

107. Later in 2017, Fannie Mae stopped selling properties to Vision “after conducting a review of the firm’s rent-to-own program.”¹⁵

108. In 2017, Wisconsin sued Vision and related defendants “for their false, misleading and deceptive business scheme to induce [low-income] consumers to lease, rent, or purchase uninhabitable properties, to their economic detriment.”¹⁶ The parties later settled in exchange for

¹⁴ Szkaradek Letter, *supra* n. 11.

¹⁵ Matthew Goldstein & Alexandra Stevenson, *After Complaints, Fannie Mae Will Stop Selling Homes to Vision Property*, The New York Times, May 23, 2017, available at <https://www.nytimes.com/2017/05/23/business/dealbook/after-complaints-fannie-mae-will-stop-selling-homes-to-vision-property.html>.

¹⁶ *Wis. v. Vision Prop. Mgmt., LLC*, No. 17-CX-0003 (Wis. Cir. Ct., Milwaukee Cnty.)

defendants' agreement to rent only habitable properties, inform consumers about code violations, and pay restitution and fines.¹⁷

109. The City of Cincinnati sued Vision Property Management and related defendants in May 2017 because the properties that defendants leased on a rent-to-own basis were not up to code and constituted public nuisances under Ohio law. In March 2018, the parties settled in exchange for an agreement that defendants fix properties to comply with building code standards, pay fines, and not offer any properties in Cincinnati unless the city's building department deemed them habitable and in compliance with state and city laws.¹⁸

110. In 2019, New York sued Vision and related defendants for committing "unfair, deceptive and abusive practices" by "utilizing agreements that purport to grant Defendants all the rights and benefits of being both a lender and a landlord, while leaving their economically distressed and vulnerable customers without the legal protections of either borrowers or tenants."¹⁹ Pursuant to a stipulated judgment, a federal court permanently enjoined defendants from selling or leasing properties in New York, collecting payments under Agreements for Deed or Leases, and evicting or foreclosing on consumers occupying properties subject to Agreements for Deed or Leases.²⁰ The court also ordered defendants to pay \$600,000 in restitution and more than \$3 million in "non-monetary restitution"; the latter remedy required defendants to offer to terminate

¹⁷ Cary Spivak, "Individuals have lost so much": Property firm to pay \$350,000 in suit over rental scheme, Milwaukee Journal Sentinel (June 4, 2020), available at <https://www.jsonline.com/story/news/investigations/reports/2020/06/04/lawsuit-vision-property-pay-350-000-change-practices-wisconsin/3126344001/>.

¹⁸ *Vision Property Settlement*, uploaded by WCPO 9 News, available at <https://www.scribd.com/document/374972307/Vision-Property-settlement>.

¹⁹ Complaint (Dkt. #1, p. 1), *N.Y. v. Vision Prop. Mgmt, LLC*, No. 19-7191 (S.D.N.Y. Aug. 1, 2019).

²⁰ Stipulated Order and Final Judgment (Dkt. #34), *N.Y. v. Vision Prop. Mgmt, LLC*, No. 19-7191 (S.D.N.Y. Jan 14, 2020).

certain Agreements for Deed and Leases as well as transfer title to properties subject to those contracts free of any mortgages.

111. There are several other lawsuits currently pending against Defendants for similar conduct, including by the State of Pennsylvania and private parties in Michigan.²¹

112. In March 2021, the City subpoenaed Vision for documents pertaining to Vision's Chicago properties. Vision did not respond to the subpoena. In May 2022, over a year after the subpoena was served, FTE began producing responsive documents to the City. The City and FTE engaged in preliminary settlement discussions but were unable to reach resolution.

COUNT 1
Violation of MCC § 2-25-090
Failure to Disclose Code Violations and Uninhabitable Conditions
(All Contracts)

113. The City incorporates all preceding allegations as if they were set forth herein.

114. Defendants failed to disclose code violations and uninhabitable conditions before entering contracts with Chicago consumers, violating section 2-25-090 in three ways.

115. First, section 5-12-100 of the Residential Landlord and Tenant Ordinance provides: “Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing: (a) Any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or administrative hearing proceeding pursuant to Section 14A-3-301.2.2 of this Code affecting the dwelling unit or common area”; and “(b) Any notice of intent

²¹ See *Pa. v. Vision Prop. Mgmt., LLC*, No. 19-014368 (Pa. Ct. Common Pleas, Allegheny Cnty., Oct. 10, 2019); *Henderson v. Vision Property Mgmt, LLC, et al.*, No. 2:20-cv-12649 (E.D. Mich. Sept. 20, 2020).

by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas.”

116. Defendants entered into Leases without first disclosing facts required by section 5-12-100. MCC § 2-25-090(a) prohibits violations of “any section of this Code relating to business operations or consumer protection.” The Residential Landlord and Tenant Ordinance relates to both business operations and consumer protection. Defendants’ violations of the Residential Landlord and Tenant Ordinance therefore also violate section 2-25-090.

117. Second, Defendants’ failure to disclose code violations and uninhabitable conditions before entering Agreements for Deed or Leases is “consumer fraud” and a “deceptive practice” under section 2-25-090. Code violations and uninhabitable conditions are material to consumers in deciding whether to buy or rent a property; code violations and uninhabitable conditions impose costs on residents while reducing residents’ quality of life.

118. Third, Defendants’ failure to disclose code violations and uninhabitable conditions before entering Agreements for Deed or Leases is an “unfair” practice under section 2-25-090 because the practice offends public policy; is immoral, unethical, oppressive, and unscrupulous; and causes substantial injury to Chicago consumers.

119. Based on Defendants’ violations under Count 1, the City respectfully requests that the Court (a) award judgment in the City’s favor; (b) declare that Defendants violated MCC § 2-25-090; (c) permanently enjoin Defendants from selling or leasing residential property in Chicago; (d) require Defendants to disclose code violations and uninhabitable conditions before selling or renting residential properties in Chicago; (e) prohibit Defendants or their agents from evicting or foreclosing on Chicagoans who entered Agreements for Deed or Leases; (f) provide restitution to Chicagoans harmed by Defendants’ violations of MCC § 2-25-090; (g) ordering, at the option of

the consumer, rescission of active Agreements for Deed or Leases; (h) directing Defendants to produce an accounting of profits and to disgorge profits resulting from the fraudulent and illegal practices alleged herein; (i) assess a fine of \$10,000 against each Defendant for each violation of MCC § 2-25-090; (j) ordering, at the option of the consumer, that Defendants convey by general warranty deed to the consumers who have signed an Agreement for Deed or Lease with Defendants for property in the City of Chicago and are currently occupying, or are the most recent occupant of, such homes, for no further consideration, and (k) award other relief that the Court deems just.

COUNT 2
Violation of § 2-25-090
Failure to Remit Property Taxes
(All Contracts)

120. The City incorporates all preceding allegations as if they were set forth herein.

121. Defendants fail to remit to the Cook County Treasurer property taxes that Defendants collect from Chicago consumers, violating section 2-25-090 in two ways.

122. First, Defendants' failure to remit property taxes is an "unfair" practice under section 2-25-090 because the practice offends public policy; is immoral, unethical, oppressive, and unscrupulous; and causes substantial injury to Chicago consumers.

123. Second, Defendants deceptively induced consumers into contracting by promising to pay property taxes. Defendants also deceptively induced consumers into making payments by promising to use a portion of those payments to remit property taxes.

124. Based on Defendants' violations under Count 2, the City respectfully requests that the Court (a) award judgment in the City's favor; (b) declare that Defendants violated MCC § 2-25-090; (c) permanently enjoin Defendants from selling or leasing residential property in Chicago; (d) require Defendants to remit to the Cook County Treasurer property taxes paid by Chicagoans to Defendants pursuant to Agreements for Deed or Leases; (e) prohibit Defendants or their agents

from evicting or foreclosing on Chicagoans who entered Agreements for Deed or Leases; (f) provide restitution to Chicagoans harmed by Defendants' violations of MCC § 2-25-090; (g) ordering, at the option of the consumer, rescission of active Leases or Agreements for Deed; (h) directing Defendants to produce an accounting of profits and to disgorge profits resulting from the fraudulent and illegal practices alleged herein; (i) assess a fine of \$10,000 against each Defendant for each violation of MCC § 2-25-090; (j) ordering, at the option of the consumer, that Defendants convey by general warranty deed to the consumers who have signed an Agreement for Deed or Lease with Defendants for property in the City of Chicago and are currently occupying, or are the most recent occupant of, such homes, for no further consideration; and (k) award other relief that the Court deems just.

COUNT 3
Violation of MCC § 2-25-090
Failure to Maintain Properties
(Leases Only)

125. The City incorporates all preceding allegations as if they were set forth herein.

126. Defendants fail to maintain properties subject to Leases, violating MCC § 2-25-090 in two ways.

127. First, Leases are "rental agreements" subject to the Residential Landlord and Tenant Ordinance. *See* MCC § 5-12-010 *et seq.* Section 5-12-070 provides: "The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation." Defendants violate section 5-12-070 by failing to maintain properties subject to Leases. Because section 5-12-070 relates to both business operations and consumer protection, Defendants' violations of that ordinance also violate section 2-25-090.

128. Second, Defendants' failure to maintain properties subject to Leases is an "unfair" practice under section 2-25-090 because the practice offends public policy; is immoral, unethical, oppressive, and unscrupulous; and causes substantial injury to Chicago consumers.

129. Based on Defendants' violations under Count 3, the City respectfully requests that the Court (a) award judgment in the City's favor; (b) declare that Defendants violated MCC § 2-25-090; (c) permanently enjoin Defendants from selling or leasing residential property in Chicago; (d) require Defendants to maintain and repair Chicago properties subject to Leases; (e) prohibit Defendants or their agents from evicting Chicagoans who entered into Leases; (f) provide restitution to Chicagoans harmed by Defendants' violations of MCC § 2-25-090; (g) ordering, at the option of the consumer, rescission of active Lease agreements; (h) directing Defendants to produce an accounting of profits and to disgorge profits resulting from the fraudulent and illegal practices alleged herein; (i) assess a fine of \$10,000 against each Defendant for each violation of MCC § 2-25-090; (j) ordering, at the option of the consumer, that Defendants convey by general warranty deed to the consumers who have signed a Lease with Defendants for property in the City of Chicago and are currently occupying, or are the most recent occupant of, such homes, for no further consideration; and (k) award other relief that the Court deems just.

COUNT 4
Violation of MCC § 2-25-090
Illegal Rental Agreements
(Leases Only)

130. The City incorporates all preceding allegations as if they were set forth herein.

131. Section 5-12-140(a) of the Residential Landlord and Tenant Ordinance states that a "rental agreement" may not "waive or forego rights, remedies or obligations provided under this chapter." Section 5-12-070 requires landlords to "maintain the premises" and "promptly make any and all repairs necessary to fulfill this obligation." The Leases violate section 5-12-070 by renting

properties “in strictly ‘AS IS/WHERE IS’ condition.” The Leases also violate section 5-12-070 by making tenants “solely responsible” for (a) “bringing the building and premises to a habitable condition” before moving in and (b) “maintaining the premises in a safe and non-hazardous condition” thereafter. The Leases thus “waive” tenants’ right that landlords maintain properties and “forego” Defendants’ obligation to maintain properties, violating section 5-12-140(a).

132. Section 5-12-140(h) of the Residential Landlord and Tenant Ordinance prohibits rental agreements from imposing “a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus five percent per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent.” At least some Leases violate this prohibition.

133. Defendants’ violations of section 5-12-140 violate section 2-25-090(a) in two ways. First, because section 5-12-140 relates to business operations and consumer protection, Defendants’ violations of section 5-12-140 also violate section 2-25-090.

134. Second, Defendants’ violations of section 5-12-140 are an “unfair” practice under section 2-25-090(a). The Lease provisions cited above offend public policy; are immoral, unethical, oppressive, and unscrupulous; and cause substantial injury to Chicago consumers.

135. Based on Defendants’ violations under Count 4, the City respectfully requests that the Court (a) award judgment in the City’s favor; (b) declare that Defendants violated MCC § 2-25-090; (c) permanently enjoin Defendants from selling or leasing residential property in Chicago; (d) require Defendants to maintain and repair Chicago properties subject to Leases; (e) prohibit Defendants or their agents from evicting Chicagoans who entered Leases; (f) provide restitution to Chicagoans harmed by Defendants’ violations of MCC § 2-25-090; (g) ordering, at the option of the consumer, rescission of active Lease agreements; (h) directing Defendants to produce an accounting of profits and to disgorge profits resulting from the fraudulent and illegal practices

alleged herein; (i) assess a fine of \$10,000 against each Defendant for each violation of MCC § 2-25-090; (j) ordering, at the option of the consumer, that Defendants convey by general warranty deed to the consumers who have signed a Lease with Defendants for property in the City of Chicago and are currently occupying, or are the most recent occupant of, such homes, for no further consideration; and (k) award other relief that the Court deems just.

COUNT 5
Violation of MCC § 2-25-090
Failure to Provide Financing
(Leases Only)

136. The City incorporates all preceding allegations as if they were set forth herein.

137. The Leases give consumers three choices upon expiration, one of which is conversion to a “Seller Financed Contract” “documented by a separate instrument.”

138. Defendants fail to offer Seller Financed Contracts upon expiration of Leases, violating section 2-25-090 in two ways.

139. First, Defendants’ failure is an “unfair” practice under section 2-25-090 because the practice offends public policy; is immoral, unethical, oppressive, and unscrupulous; and causes substantial injury to Chicago consumers.

140. Second, Defendants deceptively induced consumers into contracting and making payments by promising to offer Seller Financed Contracts upon expiration of Leases.

141. Based on Defendants’ violations under Count 5, the City respectfully requests that the Court (a) award judgment in the City’s favor; (b) declare that Defendants violated MCC § 2-25-090; (c) permanently enjoin Defendants from selling or leasing residential property in Chicago; (d) require Defendants to offer Seller Financed Contracts upon expiration of Leases; (e) prohibit Defendants or their agents from evicting Chicagoans who entered Leases; (f) provide restitution to Chicagoans harmed by Defendants’ violations of MCC § 2-25-090; (g) ordering, at the option

of the consumer, rescission of active Lease agreements; (h) directing Defendants to produce an accounting of profits and to disgorge profits resulting from the fraudulent and illegal practices alleged herein; (i) assess a fine of \$10,000 against each Defendant for each violation of MCC § 2-25-090; (j) ordering, at the option of the consumer, that Defendants convey by general warranty deed to the consumers who have signed a Lease with Defendants for property in the City of Chicago and are currently occupying, or are the most recent occupant of, such homes, for no further consideration; and (k) award other relief that the Court deems just.

JURY DEMAND

Chicago requests a trial by jury of all claims.

Dated: August 2, 2023

Respectfully submitted,

Mary B. Lowry-Richardson
Corporation Counsel of the City of Chicago

By: /s/ Lucy Prather

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Tel: 312-744-4294

Exhibit A

AGREEMENT FOR DEED

This Agreement for Deed is entered into on this day **1ST OF JULY, 2011** between **MOM HAVEN 13, LP** (hereinafter known as the "PARTY OF THE FIRST PART") and [REDACTED] (hereinafter known as the "PARTY/PARTIES OF THE SECOND PART").

Witnesseth, That if the PARTY/PARTIES OF THE SECOND PART shall first make the payments and perform the covenants hereafter described PARTY OF THE FIRST PART hereby covenant(s) and agree(s) to convey and assure to the PARTY/PARTIES OF THE SECOND PART and his/her/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, the lot and piece or parcel of land, situated at [REDACTED] in the County of **COOK**, the city of **CHICAGO**, the State of **ILLINOIS**, and further known and described as follows, to-wit:

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION OF PROPERTY

and the PARTY/PARTIES OF THE SECOND PART hereby covenant(s) and agree(s) to pay to the PARTY OF THE FIRST PART the sum of **SIXTY-TWO THOUSAND DOLLARS AND NO CENTS (\$62,000.00)** in the manner following: **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$1,250.00)** paid at the signing of this agreement and the remaining **SIXTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$60,750.00)** shall be paid according to the terms of a Promissory Note of even date with interest at the rate of **NINE POINT ONE ZERO FIVE NINE PERCENT (9.1059%)** per annum, payable monthly on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments and/or impositions (includes such fees or other costs normally paid by owner or buyer of property such as ground rents, city/county miscellaneous fees as they require, property violations and/or fines levied, water/sewer charges, electrical/gas usage charges, garbage fees and property taxes levied, etc.) that may be legally levied or imposed upon said land subsequent to the year of **2011** and to keep the buildings upon said premises insured by some company satisfactory to the PARTY OF THE FIRST PART, and payable to the parties, respectively as their interest may appear, in the sum not less than **SIXTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$60,750.00)** during the term of this Agreement.

It is mutually agreed, by and between the parties hereto, that the PARTY OF THE FIRST PART transfers the said property to the PARTY/PARTIES OF THE SECOND PART in strictly "AS IS" condition and the PARTY/PARTIES OF THE SECOND PART is solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **THREE (3) months** and maintaining the property in good state of repair during the term of this agreement.

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Also both Parties hereby agree that the PARTY/PARTIES OF THE SECOND PART shall not occupy or cause building to be occupied, before building is repaired to satisfy all applicable national and local building codes. The PARTY OF THE FIRST PART is under no duty whatsoever to inspect the premises after the signing of contract to determine compliance with these terms. Nevertheless, the PARTY/PARTIES OF THE SECOND PART is now and shall remain in sole control of the premises, and is and shall remain solely liable for all injuries and damages to themselves and/or to third parties, or to the property of such persons occurring while in or about the premises. In the event such injury or damage occurs, the PARTY/PARTIES OF THE SECOND PART agrees and covenants to hold harmless, defend and forever indemnify the PARTY OF THE FIRST PART, its successors and assigns, from all such resulting claims, liabilities, defense costs, attorney fees, judgments and the like relating in any way to such damage, injury, claim or liability.

And in case of failure of the PARTY/PARTIES OF THE SECOND PART to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into by the PARTY/PARTIES OF THE SECOND PART, this contract may, at the exclusive discretion of the PARTY OF THE FIRST PART, be declared null and void, and terminated, in which event the PARTY/PARTIES OF THE SECOND PART shall, upon notice of such termination, immediately quit the premises, allowing the PARTY OF THE FIRST PART to re-enter and retake exclusive possession of the premises.

CONVERSION TO MONTH TO MONTH TENANCY. Upon the PARTY OF THE FIRST PART exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the PARTY/PARTIES OF THE SECOND PART and in all claiming under the PARTY/PARTIES OF THE SECOND PART, shall wholly cease and terminate, and the PARTY/PARTIES OF THE SECOND PART SHALL BE DEEMED A MONTH TO MONTH TENANT. THE PARTY/PARTIES OF THE SECOND PART, NOW KNOWN AS TENANT, AGREES TO QUIT AND SURRENDER TO THE PARTY OF THE FIRST PART, WITHOUT DEMAND, PEACEFUL POSSESSION OF SAID PROPERTY IN AS GOOD CONDITION AS IT IS NOW, REASONABLE WEAR AND TEAR ALONE EXCEPTED, WITHIN THIRTY DAYS (30) AFTER NOTICE OF TERMINATION. AFTER TERMINATION BY THE PARTY OF THE FIRST PART PURSUANT TO THIS PARAGRAPH, THE PARTY/PARTIES OF THE SECOND PART SHALL PAY RENT IN AN AMOUNT STATED HEREIN AND THE PARTY/PARTIES OF THE SECOND PART ACKNOWLEDGES THAT THE PARTY OF THE FIRST PART WILL INITIATE AN ACTION TO EVICT THE PARTY/PARTIES OF THE SECOND PART WHEN ANY RENT PAYMENT IS MORE THAN THIRTY (30) DAYS LATE.

In the event the PARTY/PARTIES OF THE SECOND PART neglects or refuses to surrender such possession it shall be lawful for the PARTY OF THE FIRST PART to enter upon and take possession of said property without notice and remove all persons and their property.

The PARTY OF THE FIRST PART may, at its option, cause a written declaration to be recorded in the office of the Clerk of Court of COOK County, to evidence the existence of its election to terminate all rights hereunder in accordance herewith.

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Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of the fact that the property is the SECOND PART and of the PARTY OF THE FIRST PART property existing by reason of this agreement.

In the event of contract termination, all moneys paid by the PARTY/PARTIES OF THE SECOND PART under this instrument, and all improvements thereto shall inure to the benefit of the PARTY/PARTIES OF THE SECOND PART except that if and only if the premises have not decreased in value below the contract sale price, then a "Special Equity" shall be calculated for the benefit of the PARTY/PARTIES OF THE SECOND PART, by the PARTY OF THE FIRST PART, in the amount equal to one-half of any reduction achieved in the outstanding principal on the Promissory Note mentioned above. The resulting Special Equity shall then be applied first against the balance of the interest accrued and then to put the premises into its former condition, if condition has deteriorated due to abandonment, abuse, failure to maintain or failure to insure the premises during the contract period. The balance of the Special Equity shall be paid to the PARTY/PARTIES OF THE SECOND PART within 45 days of the date possession is retaken.

The parties agree that the limited forfeiture described herein is a reasonable means of addressing a loss which may be difficult to calculate and constitutes the compensation for the use and occupancy thereof by the PARTY/PARTIES OF THE SECOND PART, consideration for the execution of this Agreement, and liquidated damages which may be elected by the PARTY OF THE FIRST PART for its consequential and future losses, and are therefore not an unreasonable penalty.

THE PARTY/PARTIES OF THE SECOND PART ACKNOWLEDGES THAT UPON TERMINATION OF THIS AGREEMENT BY THE PARTY OF THE FIRST PART THE PARTY/PARTIES OF THE SECOND PART BECOMES A MONTH TO MONTH TENANT WITH A MONTHLY RENT EQUAL TO SEVEN HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$745.00)

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In the event that this document is recorded, a Termination or Cancellation by sworn affidavit executed by the Party of the First Part, when subsequently recorded, shall be deemed effective to immediately cancel and nullify any interest held by the Party of the Second Part under this instrument, and this instrument shall not thereafter constitute a lien or encumbrance upon premises.

(signature(s) on the following page)

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IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Gregory Levi
WITNESS

Gregory Levi
WITNESS



State of ILLINOIS
County of Cook

On this, the 25 day of June, 2011, before me, a Notary Public for said State and County, personally appeared [REDACTED] and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

W.L. Delay
NOTARY PUBLIC FOR ILLINOIS

Printed Name: W.L. Delay
My commission expires 2/22/12 (SEAL)



[Signature]
WITNESS

MOM HAVEN D, LP

BY [Signature]
MANAGING MEMBER

State of South Carolina
County of Richland

On this, the 7 day of July, 2011, before me, a Notary Public for said State and County, personally appeared Alexander Szkaradek and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

[Signature]
NOTARY PUBLIC FOR South Carolina

Printed Name: Page Chalton
My commission expires July 6, 2020 (SEAL)

3 11:30 AM 2023CH07076

NOT AN OFFICIAL DOCUMENT**PROMISSORY NOTE**

1ST of JULY, 2011

\$60,750.00

FOR VALUE RECEIVED, the undersigned promises
VISION PROPERTY MANAGEMENT, LLC at P.O. BOX 48
of **SIXTY-TWO THOUSAND DOLLARS AND NO C**

Bearing interest at the rate of **NINE POINT ONE ZK**
from date hereof in **100** equal monthly installments of **SIX HU**
(\$620.00) plus **ONE HUNDRED TWENTY-FIVE DOLLAR**
(real estate tax, subject to change) making a total of **SEVEN HU**
CENTS (\$745.00) each beginning day **1ST of AUGUST, 2011**, ~~and on the same day of each and every month~~
thereafter, each such installment to be applied first to the accrued interest on the unpaid principal balance at the rate
of **NINE POINT ONE ZERO FIVE NINE PERCENT (9.1059%)**. The remainder thereof to the principal
balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due
and payable
2026.

Discount Rider (if applicable): YES NO see Discount Rider attached to Promissory Note.

The note, principal and interest is secured by an Agreement for Deed on [REDACTED]
[REDACTED] in the County of **COOK**, the City of **CHICAGO**, the State of **ILLINOIS**.

It is specifically agreed that the makers hereof shall have the right of prepayment at any time without the
penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided. And that
upon failure to make payment or any part thereof, at the time when due, the then unpaid principal balance hereof
plus interest shall, at the option of the holder of this note, at once become due and payable. If this note is placed in
the hands of an attorney for collection, by suit or otherwise, we will pay on demand, any attorney's fees and
related expenses that the holder incurs (1) in collecting or attempting to collect the indebtedness evidenced by this
note; (2) in enforcing the Agreement for Deed that secures this note; (3) in protecting the collateral encumbered by
that Agreement for Deed; or (4) in defending or asserting the holder's rights in that collateral. All parties hereto,
makers, endorsees, co-makers, guarantors, or otherwise, severally waive protest, demand, prepayment and notice of
dishonor and the holder may grant extensions(s) of the time of payment of this note, or a part thereof, without any
release of liability as to parties secondarily liable, who hereby waive notice as to any such extension, and against
whom recourse is, in such event, expressly reserved.

[Signature(s) on the following page]

NOT AN OFFICIAL DOCUMENT

If the full amount of the monthly payment has not been received by the end of 10 calendar days after the date it is due, a late charge in the amount of **TWENTY-FIVE DOLLARS AND NO CENTS (\$25.00)** will become due, the total payment and penalty being the amount of **SEVEN HUNDRED SEVENTY DOLLARS AND NO CENTS (\$770.00)**.

For each bad check there will be Thirty Dollars (\$30.00) bad check fee applied.

Signed, sealed and delivered in the presence of:

Gregory Levi
WITNESS

Gregory Levi
WITNESS

State of ILLINOIS

County of Cook

On this, the 21st day of DECEMBER, 2011, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

W. C. Delaty
NOTARY PUBLIC FOR ILLINOIS

Printed Name: W. C. DELATY

My commission expires 2/24/14 (SEAL)

3 11:30 AM 2023CH07076

NOT AN OFFICIAL DOCUMENT**CERTIFICATION**

OF THE SECOND PART, hereby certify that I/
 PARTY OF THE FIRST PART that it is advisable when entering into an AGREE ED for
 from a lawyer. I/We, the PARTY/PARTIES OF THE SECOND
 have decided I/We will not consult a lawyer and that this decision was made outside the presence
 PARTY OF THE FIRST PART; I/We further certify this CERTIFICATION was signed outside the
 presence of PARTY OF THE FIRST PART.

signed, read, and delivered in the presence of:

Gregory Levi
 WITNESS
Gregory Levi
 WITNESS



Expires February 24, 2014

sds

NOT AN OFFICIAL DOCUMENT

LEAD BASED PAINT RIDER

DATED the 1ST day of JULY, 2011 between the
THE SECOND PART and PARTY OF THE FIRST PART for property located at [REDACTED]
County of COOK, State of ILLINOIS.

The PARTY OF THE FIRST PART and the PARTY/PARTIES OF THE SECOND PART agree that the following additions and/or modifications are hereby made to the above-referenced Contract.

..... FOR LEAD CONTINGENCY. Pursuant to Federal Regulations, the [REDACTED] Rider must be satisfied before the PARTY/PARTIES C Agreement for Deed.

2. LEAD WARNING STATEMENT. The PARTY OF residential real property on which a residential dwelling property may present exposure to lead from lead-based developing lead poisoning. Lead poisoning i damage including loss of health...

3 11:30 AM 2023CH07076

sds

NOT AN OFFICIAL DOCUMENT**4. PARTY OF THE FIRST PART'S DISCLOSURE.** (Check all applicable boxes).**(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards.**

(Check either (1) or (2) below).

(1) Hazards Known. Attached hereto is a statement signed by PARTY OF THE FIRST PART disclosing the presence of known lead-based paint and/or lead-based paint hazards at the Property, but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards at the Property.

(2) Hazards Unknown. PARTY OF THE FIRST PART has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

(B) Records and Reports Available to PARTY OF THE FIRST PART. (Check either (1) or (2) below).

(1) Records Provided. The following is a list of all records and/or reports available to the PARTY OF THE FIRST PART pertaining to lead-based paint and/or lead-based paint hazards at the property.

The PARTY OF THE FIRST PART shall deliver a complete copy of each record and report to the PARTY/PARTIES OF THE SECOND PART.

(2) No Records. The PARTY OF THE FIRST PART has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

(Initial(s) on the following page)

NOT AN OFFICIAL DOCUMENT**5. RISK ASSESSMENT. (Mark with an X either (A) or (B) below).**

(A) PARTY/PARTIES OF THE SECOND PART hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

_____ consent upon a risk assessment or inspection of the _____ presence of lead-based paint and/or lead-based paint hazards being obtained by the PARTY. _____ HE

_____ PARTY/PARTIES OF THE SECOND PART before 5:00 p.m. on the _____ calendar day after full execution of the Contract by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the PARTY/PARTIES OF THE SECOND

_____ PARTY/PARTIES OF THE SECOND PART shall notify the _____

_____ attorney of the PARTY OF THE FIRST PART in writing within two business days after the end of the Lead Paint Inspection and/or risk assessment report. In such case, _____

notice to the other party or the other party's attorney. A real estate brokers. If the notice of unacceptable results

PARTS is not received by the PARTY OF THE FIRST PART within two business days after the end of

contingency is deemed waived by the PART _____

Parties: _____

_____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(signature(s) on the following page)

NOT AN OFFICIAL DOCUMENT

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

Signed, sealed and delivered in the presence of:

[Signature]
WITNESS

MOM HAVEN L3 LP

[Signature]
BY MANAGING MEMBER

Gregory Leri
WITNESS

Gregory Leri
WITNESS



State of ILLINOIS
County of Cook

On this, the 2nd day of June, 2011, before me, a Notary Public for said State and County, personally appeared [Redacted] acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal
W L Delay
NOTARY PUBLIC FOR ILLINOIS
Printed Name: W L DELAY
My commission expires 2/24/14 (SEAL)



3 11:30 AM 2023CH07076

Property of Cook County Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

ATTACHMENT "A" TO THE AGREEMENT FOR DEED

(Dated the 1ST day of JULY, 2011, BETWEEN MOM HAVEN 13, LP and [REDACTED])

LEGAL DESCRIPTION

THE HOUSE AND LOT COMMONLY KNOWN AS:

[REDACTED] CHICAGO, ILLINOIS 60636

IN THE COUNTY OF: COOK

PARCEL IDENTIFICATION NUMBER: [REDACTED]



3 11:30 AM 2023CH07076

Exhibit B

NOT AN OFFICIAL DOCUMENT



Doc # 1017513059 Fee \$64.00

RWSP FEE:19.00 DPY FEE: 51.00

KAREN A. HARPOLEN

COOK COUNTY RECORDER OF DEEDS

DATE: 05/15/2018 09:24 AM PG: 1 OF 1

Chicago, IL, 60619

Residential Lease

With Option to Purchase Agreement

Property Index Number/ Pin Number

11:30 AM 2023CH07076

Property of Cook County Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

K211143

**RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT
(TRIPLE-NET, BONDABLE LEASE)**

This RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT is entered into on this day 1ST of FEBRUARY, 2014 between KAJA HOLDINGS 2, LLC (hereinafter known as the "LESSOR") and [REDACTED] (hereinafter known as the "LESSEE(s)").

Witnesseth, that if the LESSEE(s) shall first make the payments and perform the covenants hereafter described, the LESSOR hereby covenants and agree(s) to LEASE the property commonly known as [REDACTED] in the County of COOK, the city of CHICAGO, the State of ILLINOIS, to the LESSEE(s) for the term and covenants set forth herein, and further known and described as follows, to-wit:

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION OF PROPERTY

The premises, as described above, with all appurtenances, are hereby LEASED to the LESSEE(s) for a term of 84 months. This LEASE shall commence the 1ST of FEBRUARY, 2014, and shall be paid, at the signing of this agreement, in the following manner: TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$2,500.00) as an option consideration, and THREE HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$385.00) as the monthly lease payment, plus ONE HUNDRED SIXTY DOLLARS AND NO CENTS (\$160.00) for real estate taxes (real estate taxes subject to change), plus FIFTEEN DOLLARS AND NO CENTS (\$15.00) for general liability insurance (insurance premium subject to change), making the total initial payment THREE THOUSAND SIXTY DOLLARS AND NO CENTS (\$3,060.00).

All subsequent monthly payments shall be due on or before the 1ST day of each month, commencing on the 1ST of MARCH, 2014 until the term of this agreement has been fulfilled and shall be in the amount of FIVE HUNDRED SIXTY DOLLARS AND NO CENTS (\$560.00). This agreement expires on the last calendar day of JANUARY, 2021. THIRTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$35.48) of each monthly lease payment, as well as the option consideration paid by the LESSEE(s) shall be credited towards the purchase price of the premises for the extent of this agreement, and shall be considered as non-refundable escrow towards the PURCHASE PRICE.

The PURCHASE PRICE of the premises, as described above, will be FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00), to be satisfied on or before the expiration of this agreement, should the LESSEE(s) choose to exercise their rights to purchase as described hereinafter.

Upon the expiration of the term of this agreement or before, the LESSEE(s) shall have three options, to-wit:

- OPTION TO CONVERT TO SELLER FINANCING:** LESSEE(s) may, if all the requirements and covenants of this agreement have been fulfilled, either upon the expiration of this agreement, or upon the time the total credits paid towards the PURCHASE PRICE reaches the amount of 30% of the PURCHASE PRICE, whichever comes first, this lease shall convert to a Seller Financed Contract. This conversion shall be documented by a separate instrument. The PURCHASE PRICE as set forth in the instrument documenting the conversion to Seller Financing shall be equivalent to the difference of the PURCHASE PRICE listed in this agreement minus any/all credits paid by/for/and said PURCHASE PRICE.
- OPTION TO PURCHASE PREMISES:** LESSEE(s) may, on or before the expiration of this agreement, choose to purchase the above referenced premises for the remainder of the PURCHASE PRICE as described above with all credits paid included. Fulfillment of the PURCHASE PRICE by the LESSEE(s) shall be treated as a CASH SALE, in which time the LESSOR shall provide the LESSEE(s) with a good and sufficient deed, clear of all encumbrances, with exception to any/all encumbrances caused by the action or inaction, whether direct or indirect, of the LESSEE(s), and transfer title of the premises from the LESSOR to the LESSEE(s). This CASH SALE shall be documented by a separate instrument.

11:30 AM 2023CH07076

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3. **OPTION TO FORFEIT LEASE:** LESSEE(s) may, on or before the expiration of this agreement, by mutual agreement between LESSOR and LESSEE(s), as evidenced in writing, choose to forfeit their right in the premises described herein and vacate the premises and all appurtenances within FIVE (5) days of the determined expiration of this agreement. Should the LESSEE(s) choose to forfeit this agreement, all personal property located within FIVE (5) days of the determination, shall remain with the property, including but not limited to any/all built-in appliances, shall remain with the property and become considered fixtures.
- a. **FAILURE TO VACATE PREMISES:** Should the LESSEE(s) fail to comply with the covenants of OPTION 3 (above), LESSOR shall have the right to evict LESSEE(s) according to any proper judicial process determined by the locality in which the premises is located.
- b. **PERSONAL PROPERTY:** Should the LESSEE(s) elect to choose OPTION 3 (above), any and all of LESSOR'S, acquirements, and/or other personal property remaining in, around, or about the premises shall be forfeit so far as the FIVE (5) day vacation period has expired.
- c. **CONDITION OF PREMISES:** LESSEE(s) agree that upon the execution of OPTION 3 (above), LESSEE(s) shall vacate premises in the same condition or better as of the execution of this agreement. LESSEE(s) acknowledge that should they vacate the premises in worse condition than at the time of execution of this agreement, any and all appropriate legal action may be sought by LESSOR for restitution.

NON-PAYMENT, EVICTION, AND LATE FEE NOTIFICATION

LESSEE(s) acknowledges and understands that if the full amount of the monthly payment described herein has not been received by the end of TEN (10) calendar days after the date it is due, a late charge in the amount of TWENTY-FIVE (25) DOLLARS AND NO CENTS (\$25.00) will become due, the total payment and penalty being the amount of FIVE HUNDRED (500) DOLLARS AND NO CENTS (\$500.00). Any late fee charged shall not be applied/assessed to credit towards the PURCHASE PRICE.

For each bad check there will be Thirty Dollars (\$30.00) bad check fee applied.

LESSEE(s) acknowledges and understands that in the event of their failure to perform according to the covenants set forth herein, particularly, but not limited to, the full amount of the monthly payments described herein not being received by the end of FIFTEEN (15) calendar days after the date it is due, they may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process.

AS IS/WHERE IS LEASE NOTIFICATION

LESSEE(s) acknowledges and understands that the premises referenced herein is LEASED in strictly "AS IS/WHERE IS" condition, and it is mutually agreed, by and between the parties hereto, that the LESSEE(s) is solely responsible for maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes within a reasonable period of time not exceeding THREE (3) months of the date of execution of this agreement, and maintaining the premises in a good state of repair during the term of this agreement.

LESSEE(s) also hereby acknowledges and understands that the LESSEE(s), upon the execution of this agreement, may take possession of the premises referenced herein, but will not occupy or allow to be occupied the stated premises until the building and premises are brought to a habitable condition, compliant with any and all State, County, and City building and premises codes.

NOT AN OFFICIAL DOCUMENT

LESSEE(s) also hereby acknowledges and agrees that the LESSOR, its employees and agents, shall be immediately responsible for payment of all taxes, assessments and/or impositions (includes or not) (including but not limited to property taxes levied, etc.) that may be legally levied or assessed against the premises at the execution of this agreement without recourse.

RIGHT TO EJECT

LESSOR, its employees or agents, shall have the right to evict the LESSEE(s) from the premises and all its appurtenances referenced in this agreement if the LESSEE(s) fails to perform its obligations under this agreement or if the LESSEE(s) fails to comply with the terms and conditions of this agreement or if the LESSEE(s) fails to comply with the terms and conditions of this agreement.

Upon inspection of the premises and all its appurtenances, should LESSOR deem that the terms and conditions of this agreement are not being complied with or but not limited to maintenance, repairs, or other reasonable expenses, LESSOR shall immediately by written notice to the LESSEE(s), and should the LESSEE(s) fail to comply with the notice, the LESSOR shall be entitled to evict the LESSEE(s) from the premises and all its appurtenances in the pertinent Court of competent jurisdiction pertaining to the county in which the premises are located or other appropriate judicial process. Such termination of this agreement does not entitle the LESSOR to any payments made, which it holds towards the option consideration or not, to any refund whatsoever. LESSEE(s) hereby agrees to and grants LESSOR such stated rights.

LESSEE'S RIGHT TO SUB-LEASE

If all the requirements and covenants of this agreement are in full effect, including but not limited to maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, LESSEE(s) shall have the right to sub-lease the premises referenced herein upon the mutual agreement to sub-lease said premises, in writing, between the LESSEE(s) and LESSOR. This sub-lease and acknowledgment of sub-lease shall be documented by a separate instrument to be approved by the LESSOR in its sole discretion. LESSEE(s) hereby acknowledges and agrees that the requirements and conditions of this agreement shall take priority, including but not limited to the "AS IS/WHERE IS" clause, over any sub-lease agreement.

Prior to the execution of any sub-lease agreement, LESSEE(s) hereby acknowledges and agrees to provide LESSOR with appropriate contact information for the sub-lease(s), including but not limited to phone number(s), email address, or information that may be required by the LESSOR prior to the execution of the sub-lease.

Upon the execution of any sub-lease between LESSEE(s) and sub-lessee(s), this agreement shall remain in full effect according to the provisions set forth herein. Upon the event that the requirements and covenants set forth herein are not in full effect including, but not limited to non-payment, LESSEE(s) may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process, and LESSOR shall have the immediate right to convert the sub-lease(s) to LESSEE(s) in the former LESSEE(s) stead. This conversion shall be documented by a separate instrument.

NOT AN OFFICIAL DOCUMENT**INSURANCE NOTIFICATION**

The LESSEE(s) will pay for General Liability Insurance as a part of their monthly payment. This fee is a Liability Insurance Policy and is not a replacement for Home-Owners Insurance or other appropriate insurance to be obtained by the LESSEE(s). This policy only covers the LESSOR's liability in this property. Without Home-Owners Insurance or other appropriate insurance, the LESSEE(s) will still be responsible for damage related to fire, theft, or an act of God. Tenant will have Lessor named as a "LOSSPAYEE" on the insurance policies.

LESSEE(s) will keep the buildings upon said premises insured by some company satisfactory to the LESSOR, and payable to the parties, respectively as their interest may appear, in the sum not less than FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$47,500.00) during the term of this agreement. At the LESSOR's option (as indicated by written notice to the LESSEE(s)), the LESSOR may elect to (a) impose monthly, with the LESSOR (or its agent), the cost of such insurance as estimated by the LESSOR, or (b) procure said insurance, in which event the LESSEE(s) shall reimburse the LESSOR for the actual cost thereof within five (5) days after demand from the LESSOR. All insurance proceeds shall be payable to the LESSOR. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

If the damage to the improvements on the Property is to LESSEE(s) shall be obligated to repair or reconstruct so of such repair or reconstruction, the LESSOR being not reconstruction, and the LESSOR being liable for any de

If the damage to the improvements on the Property is in LESSEE(s) shall have the option as to whether to repair

If the LESSEE(s) elects not to repair or reconstruct and option of the LESSOR become due and payable forthwith such sum, any surplus of the insurance proceeds over or the event that the agreement is paid out as a result of the

to the LESSEE(s) and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance proceeds pursuant to an election not to repair or reconstruct said property after casualty, the proceeds shall be credited to the account of the LESSEE(s) and the LESSOR(s) will continue to make regular payments pursuant to the terms of the lease agreement consummated.

If the LESSEE(s) elects to repair or reconstruct, the insurance proceeds shall be applied by the LESSOR to the costs of such repair or reconstruction, the LESSEE(s) shall submit the building plans to the LESSOR for approval, for which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the premises immediately prior to the casualty. If requested by the LESSEE(s), the LESSOR will, after approval of the LESSEE(s) building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction.

Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the LESSEE(s), and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the LESSEE(s).

[signature(s) on the following page]

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Juanmanuel D. Taylor

WITNES:

(sign and print)

Juanmanuel D. Taylor
WITNESS
(sign and print)

State of ILLINOIS

County of COOK

9900

Witness not hand:

NOTARY PUBLIC FOR ILLINOIS

Printed Name: ADRIANA FLORES

My commission expires: 08/18/16 (SEAL)

"OFFICIAL SEAL"
ADRIANA FLORES

Notary Public, State of Illinois

My Commission Expires Aug. 18, 2015

Commission No. 756675

Aligail Traxden

WITNES:

(sign and print)

KAJA BOLDWIN 2,114

BY AL THOMAS (SEAL)

(sign and print)

State of South Carolina

County of Richland

On this 4th day of February, 2014, before me, a Notary Public for said State and County, personally appeared and acknowledged the due execution of the foregoing instrument.

Witness not hand:

not seal

NOTARY PUBLIC FOR South Carolina

Printed Name:

My commission expires: _____ (SEAL)



State of South Carolina

Notary Public

Amanda P. Chilton

My Commission Expires 7/6/2020

NOT AN OFFICIAL DOCUMENT**LEAD BASED PAINT RISK**

KIDDER TO AGREEMENT DATED the 1ST day of FEBRU
located at [REDACTED] CHIC

The LESSOR and the LESSEE(s) agree that the following a
referenced Contract.

1. **AGREEMENT CONTINGENCY.** Pursuant to Federal R
LESSEE(s) are obligated under this agreement.

2. **LEAD WARNING STATEMENT.** The LESSOR, as ow
dwelling was built prior to 1978, is notified that such prop
place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent
neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory.
Lead poisoning also poses a particular risk to pregnant women. The LESSOR, as owner of an interest in residential real property,
is advised to consider the LESSEE(s) with whom the LESSOR enters into an agreement with any information on lead-based paint
on the LESSOR and notify the LESSEE(s) of any known lead-
based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

3. **LEAD HAZARD INFORMATION PAMPHLET.** The LESSOR shall deliver to the LESSEE(s) an EPA approved lead-hazard
information pamphlet (For example, Protect Your Family From Lead in Your Home). Intact lead-based paint that is in good
condition is not necessarily a hazard.

4. **LESSOR'S DISCLOSURE.** (Check all applicable boxes).

(A) Presence of Lead-Based Paint and/or Lead-Based Paint Hazards.

(Check either (1) or (2) below).

(1) **Hazards Known.** Attached hereto is a statement signed by the LESSOR disclosing the presence of known lead-based paint
and/or lead-based hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or
lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the
painted surfaces.

(2) **Hazards Unknown.** The LESSOR has no actual knowledge of the presence of lead-based paint and/or lead-based paint
hazards at the property.

(B) **Records and Reports Available to LESSOR.** (Check either (1) or (2) below).

(1) **Records Provided.** The following is a list of all records and/or reports available to the LESSOR pertaining to lead-based
paint and/or lead-based paint hazards at the property.

The LESSOR shall provide a complete copy of each record and report to the LESSEE(s).

(2) **No Records Provided.** The LESSOR has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the
Property.

NOT AN OFFICIAL DOCUMENT**5. RISK ASSESSMENT.** (Mark with an X either (A) or (B) below).

(A) LESSEE(s) hereby waive/waives the opportunity to conduct a lead-based paint hazard (risk assessment or inspection).

(B) This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the V as the expense of the LESSEE(s) b day after full execution of the agreement by all p in Period). If the results of such inspection are unacceptable to the LESSEE(s) for any reason whatsoever, the LESSEE(s) shall notify the LESSOR or the attorney of the LESSOR in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may demand the other party to pay the cost of the inspection and/or risk assessment report. If the notice of unacceptable results is not received by the LESSOR or the attorney of the LESSOR within two business days after the end of the Lead Paint Inspection Period, this inspection contingency is deemed waived by the LESSEE(s). The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1991) shall be used to determine whether or not the notice of unacceptable results by the LESSEE(s) has been received by the LESSOR before the end of the Lead Paint Inspection Period. If the notice of unacceptable results is received by the LESSOR before the end of the Lead Paint Inspection Period, the LESSOR will cooperate with the inspection made by the LESSEE(s) in such fashion as may be requested by the LESSEE(s). The LESSEE(s) may remove this contingency at any time without cause.

6. ACKNOWLEDGMENT BY THE LESSEE(s) (initial and date):

1-22-14
 _____ LESSEE(s) has/have received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this Contract.

1-22-14
 _____ LESSEE(s) has/have received an EPA approved lead hazard information pamphlet.

1-22-14
 _____ LESSEE(s) has/have received a 10-day opportunity (or mutually agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(signature(s) on the following page)

Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above and certify to the best of their knowledge, that the statements they have provided is true and accurate.

Signed, sealed and delivered in the presence of:

KAJA HOLDINGS 2, LLC

Abigail Trujillo
WITNESS
(sign and print)

[Signature]
BY AUTHORIZED SIGNER
(sign and print)

Quarandus D Taylor
WITNESS
(sign and print)

Quarandus D Taylor
WITNESS
(sign and print)

State of ILLINOIS
County of COOK

_____, a Notary Public for said State and County, personally appeared _____ and the due execution of the foregoing instrument.

Witness my hand and official seal

[Signature]
NOTARY PUBLIC FOR ILLINOIS

Printed Name: ADRIANA FLORES
My commission expires 08/18/15 (SEAL)



This Instrument Prepared by:

Vision Property Management, LLC
Cuba Irvine
1112 White Avenue
Columbia, SC 29201

NOT AN OFFICIAL DOCUMENT**ATTACHMENT "A" TO THE RESIDENTIAL LEASE WITH OPTION TO PURCHASE
AGREEMENT**

(Executed on the 1ST day of FEBRUARY, 2014, BETWEEN KAJA HOLDINGS 1, LLC and [REDACTED])

LEGAL DESCRIPTION

THE HOUSE AND LOT COMMONLY KNOWN AS [REDACTED] SITUATE IN THE CITY
OF CHICAGO, STATE OF ILLINOIS, COUNTY OF COOK.

PARCEL ID NUMBER: [REDACTED]

Property of Cook County Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

**INITIAL
&
RETURN**



VISION
PROPERTY MANAGEMENT

C:
P:

Because all properties leased by Vision condition, we advise you to review the following in an effort to assist you in completing your due diligence prior to finalizing your lease agreement:

1. You will need to contact your local county, township and city office to determine any and all back taxes that may accompany the property.
 INITIAL: [REDACTED] 1-22-14
 DATE: [REDACTED]
2. As an informed Lessee you understand the need to contact your local water, electric, sewer, cable or other utility providers verify what, if any, past bills may accompany the property.
 INITIAL: [REDACTED] 1-22-14
 DATE: [REDACTED]
3. As an informed Lessee you understand the need to contact your local building inspector to verify any known violations and that your local municipality may require a property is registered before occupying it and that it is your responsibility to verify registration.
 INITIAL: [REDACTED] 1-22-14
 DATE: [REDACTED]
4. As an informed Lessee you understand that if the water source for the property is a well, it is recommend you contact the proper local authority to verify the functionality of the well.
 INITIAL: [REDACTED] 1-22-14
 DATE: [REDACTED]
5. As an informed Lessee you understand that every municipality is different and that before you begin ANY of the needed repairs on a given property you MUST contact your local Building/Zoning Department and pull any needed permits BEFORE work begins. Failure to do so could result in fine/legal action by local authorities.
 INITIAL: [REDACTED] 1-22-14
 DATE: [REDACTED]

11:30 AM 2023 OCT 07 07:26

VPM3.com

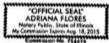
NOT AN OFFICIAL DOCUMENT**Addendum for the Residential Lease With Option to Purchase Agreement**

This Addendum added to the Residential Lease With Option to Purchase Agreement dated 2-1-14 between **KAJA HOLDINGS 2, LLC** (Lessor) and [REDACTED] (Lessee) concerns the property commonly known as [REDACTED] **CHICAGO, IL** (Property).

LESSOR and **LESSEES** make the following terms and conditions part of the Residential Lease With Option to Purchase Agreement:

The **LESSEES** shall, in addition to monthly payments stated in the Residential Lease With Option to Purchase Agreement, make a payment of **\$1000.00** to be credited towards the purchase price of the property within **60** days from the agreement start date.

Date: 1-22-14



SWORN and subscribed to before me

this 22nd day of Jan, 2014

[Signature] (L.S.)

NOTARY PUBLIC FOR COOK

My commission expires Aug 18, 2015

(SEAL)

[Signature]
KAJA HOLDINGS 2, LLC

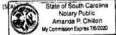
SWORN and subscribed to before me

this 22 day of January, 2014

[Signature] (L.S.)

NOTARY PUBLIC FOR SC

My commission expires _____



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NOT AN OFFICIAL DOCUMENT*Office of the Cook County Clerk*

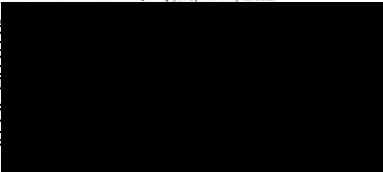
Map Department Legal Description Records

P.I.N. Number: 

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.



NOT AN OFFICIAL DOCUMENT**AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES****REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §56 ILCS 5/3-5013**

I, [REDACTED] being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:

Residential Lease with option to purchase Agreement
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Kaja Holdings 2 LLC
(print name(s) of executor(s)/agent)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

lessee

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now **LOST** or **NOT IN POSSESSION** of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was **NOT INTENTIONALLY** destroyed, or in any manner **DISPOSED OF** for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

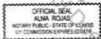
5-11-2018

Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY. THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

05/11/2018
Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and **NOT** the coverage. However, this affidavit is **NOT** required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.

Bm

11:30 AM 2023CH07076

Exhibit C

**RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT
(TRIPLE-NET, BONDABLE LEASE)**

This **RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT** is entered into on this day **15TH** of **AUGUST, 2014** between **MO SEVEN, LLC** (hereinafter known as the "LESSOR") and [REDACTED] (hereinafter known as the "LESSEE(s)").

Witnesseth, that if the LESSEE(s) shall first make the payments and perform the covenants hereafter described, the LESSOR hereby covenant(s) and agree(s) to LEASE the property commonly known as [REDACTED] in the County of **COOK**, the city of **CHICAGO**, the State of **ILLINOIS**, to the LESSEE(s) for the term and covenant(s) set forth herein, and further known and described as follows. to-wit:

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION OF PROPERTY

The premises, as described above, with all appurtenances, are hereby LEASED to the LESSEE(s) for a term of **77** months. This LEASE shall commence the **15TH** of **AUGUST, 2014**, and shall be paid, at the signing of this agreement, in the following manner: **FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00)** as an option consideration, and **TWO HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$225.00)** as the monthly lease payment, plus **ONE HUNDRED SIXTY DOLLARS AND NO CENTS (\$160.00)** for real estate taxes (real estate taxes subject to change), plus **FIFTEEN DOLLARS AND NO CENTS (\$15.00)** for Casualty and General Liability Insurance (insurance premium subject to change), making the total initial payment **NINE HUNDRED DOLLARS AND NO CENTS (\$900.00)**.

All subsequent monthly payments shall be due on or before the **15TH** day of each month, commencing on the **15TH** of **SEPTEMBER, 2014** until the term of this agreement has been fulfilled and shall be in the amount of **FOUR HUNDRED DOLLARS AND NO CENTS (\$400.00)**. This agreement expires on the last calendar day of **JULY, 2021. EIGHTY-EIGHT DOLLARS AND TWENTY-ONE CENTS (\$88.21)** of each monthly lease payment, as well as the option consideration paid by the LESSEE(s) shall be credited towards the purchase price of the premises for the extent of this agreement, and shall be considered as non-refundable escrow towards the **PURCHASE PRICE**.

The **PURCHASE PRICE** of the premises, as described above, will be **TWENTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$24,000.00)**, to be satisfied on or before the expiration of this agreement, should the LESSEE(s) choose to exercise their rights to purchase as described hereinafter.

Upon the expiration of the term of this agreement or before, the LESSEE(s) shall have three options, to-wit:

1. **OPTION TO CONVERT TO SELLER FINANCING:** LESSEE(s) may, if all the requirements and covenants of this agreement have been fulfilled, either upon the expiration of this agreement, or upon the time the total credit(s) paid towards the **PURCHASE PRICE** reaches the amount of 30% of the **PURCHASE PRICE**, whichever comes first, this lease shall convert to a Seller Financed Contract. This conversion shall be documented by a separate instrument. The **PURCHASE PRICE** as set forth in the instrument documenting the conversion to Seller Financing shall be equivalent to the difference of the **PURCHASE PRICE** listed in this agreement minus any/all credit(s) paid towards said **PURCHASE PRICE**.
2. **OPTION TO PURCHASE PREMISES:** LESSEE(s) may, on or before the expiration of this agreement, choose to purchase the above referenced premises for the remainder of the **PURCHASE PRICE** as described above with all credits paid included. Fulfillment of the **PURCHASE PRICE** by the LESSEE(s) shall be treated as a **CASH SALE**, at which time the LESSOR shall provide the LESSEE(s) with a good and sufficient deed, clear of all encumbrances, with exception to any/all encumbrances caused by the action or inaction, whether direct or indirect, of the LESSEE(s), and transfer title of the premises from the LESSOR to the LESSEE(s). This **CASH SALE** shall be documented by a separate instrument.

3. **OPTION TO FORFEIT LEASE:** LESSEE(s) may, on or before the expiration of this agreement, by mutual agreement between LESSOR and LESSEE(s), as evidenced in writing, choose to forfeit their rights to the premises described herein and vacate the premises and all appurtenances within FIVE (5) days of the determined expiration of this agreement. Should the LESSEE(s) choose to forfeit this agreement, all personal property and belongings shall be vacated within FIVE (5) days of the determined expiration of this agreement. Should the LESSEE(s) choose to vacate the premises, any and all improvements that have been built into the property, including but not limited to any/all built in appliances, shall remain with the property and become considered forfeit.
- a. **FAILURE TO VACATE PREMISES:** Should the LESSEE(s) fail to comply with the covenants of OPTION 3 (above), LESSOR shall have the right to evict LESSEE(s) according to the proper judicial process determined by the locality in which the premises is located.
 - b. **PERSONAL PROPERTY:** Should the LESSEE(s) elect to choose OPTION 3 (above), any and all of LESSEE(s), their assigns, agents, acquaintances, and/or other personal property remaining in, around, or about the premises or its appurtenances shall be forfeit so far as the FIVE (5) day vacation period has expired.
 - c. **CONDITION OF PREMISES:** LESSEE(s) agree that upon the execution of OPTION 3 (above), LESSEE(s) shall vacate premises in the same condition or better as of the execution of this agreement. LESSEE(s) acknowledge that should they vacate the premises in worse condition than at the time of execution of this agreement, any and all appropriate legal action may be sought by LESSOR for restitution.

NON-PAYMENT, EVICTION, AND LATE FEE NOTIFICATION

LESSEE(s) acknowledges and understands that if the full amount of the monthly payment described herein has not been received by the end of **TEN (10)** calendar days after the date it is due, a late charge in the amount of **TWENTY-FIVE DOLLARS AND NO CENTS (\$25.00)** will become due, the total payment and penalty being the amount of **FOUR HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$425.00)**. Any late fee charged shall not be applied/assumed as credit towards the **PURCHASE PRICE**.

For each bad check there will be Thirty Dollars (\$30.00) bad check fee applied.

LESSEE(s) acknowledges and understands that in the event of their failure to perform according to the covenants set forth herein, particularly, but not limited to, the full amount of the monthly payment described herein not being received by the end of **FIFTEEN (15)** calendar days after the date it is due, they may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process.

AS IS/WHERE IS LEASE NOTIFICATION

LESSEE(s) acknowledges and understands that the premises referenced herein is LEASED in strictly "AS IS/WHERE IS" condition, and it is mutually agreed, by and between the parties hereto, that the LESSEE(s) is solely responsible for maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, within a reasonable period of time not exceeding **THREE (3)** month(s) of the date of execution of this agreement, and maintaining the premises in a good state of repair during the term of this agreement.

LESSEE(s) also hereby acknowledges and understands that the LESSEE(s), upon the execution of this agreement, may take possession of the premises referenced herein, but will not occupy or allow to be occupied the stated premises until the building and premises are brought to a habitable condition, compliant with any and all State, County, and City building and premises codes.

LESSEE(s) also hereby acknowledges and understands that the LESSEE(s), upon the execution of this agreement, shall be immediately responsible for payment or alleviation of any encumbrances including, but not limited to, all taxes, assessments and/or impositions (includes such fees as ground rents, city/county miscellaneous fees as they require, property violations and/or fines levied, water/sewer charges, electrical/gas usage charges, garbage fees and property taxes levied, etc.) that may be legally levied or imposed upon said premises that are delinquent or currently due at the execution of this agreement without recourse.

RIGHT TO INSPECT PREMISES

LESSOR, its employees or agents, shall have the right, after 24 hours of notice to the LESSEE(s), to enter and inspect the premises and all its appurtenances referenced in this agreement at reasonable times for the purpose of inspecting the performance of the LESSEE(s) pertaining to the terms and conditions of this agreement set forth herein. LESSEE(s) hereby agrees to and grants LESSOR such stated rights.

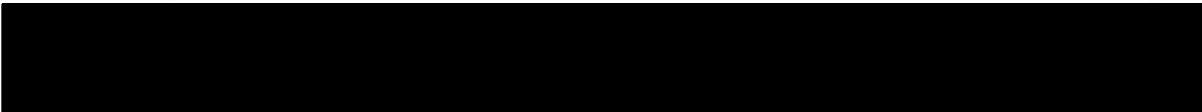
Upon inspection of the premises and all its appurtenances, should LESSOR deem that the terms and covenants of this agreement have not been fulfilled by the LESSEE(s), such as but not limited to maintenance, repair(s), or other reasonable grounds, LESSOR shall have the right to terminate this agreement immediately by written notice to the LESSEE(s), and should it require, the LESSEE(s) may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process. Such termination of this agreement does not entitle the LESSEE(s) to any payments made, whether towards the option consideration or not, to any refund whatsoever. LESSEE(s) hereby agrees to and grants LESSOR such stated rights.

LESSEE'S RIGHT TO SUB-LEASE

If all the requirements and covenants of this agreement are in full effect, including but not limited to maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, LESSEE(s) shall have the right to sub-lease the premises referenced herein upon the mutual agreement to sub-lease said premises, in writing, between the LESSEE(s) and LESSOR. This sub-lease and acknowledgment of sub-lease shall be documented by a separate instrument to be approved by the LESSOR in its sole discretion. LESSEE(s) hereby acknowledges and agrees that the requirements and conditions of this agreement shall take priority, including but not limited to the "AS IS/WHERE IS" clause, over any sub-lease agreement.

Prior to the execution of any sub-lease agreement, LESSEE(s) hereby acknowledges and agrees to provide LESSOR with appropriate contact information for the sub-lessee(s), including but not limited to phone number(s), email address, emergency contacts, and other information that may be required by the LESSOR prior to the execution of the sub-lease.

Upon the execution of any sub-lease between LESSEE(s) and sub-lessee(s), this agreement shall remain in full effect according to the provisions set-forth herein. Upon the event that the requirements and covenants set forth herein are not in full effect including, but not limited to non-payment, LESSEE(s) may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process, and LESSOR shall have the immediate right to convert the sub-lessee(s) to LESSEE(s) in the former LESSEE(s) stead. This conversion shall be documented by a separate instrument.



INSURANCE NOTIFICATION

The LESSEE(s) will pay for Casualty and General Liability insurance as a part of their monthly payment. This fee is a Casualty and General Liability Insurance Policy and is not a replacement for renters insurance or other appropriate insurance to be obtained by the LESSEE(s). This policy only covers the LESSOR's liability in this property. Without renters insurance or other appropriate insurance, the LESSEE(s) will still be responsible for damage or loss of personal belongings.

The LESSEE(s) will notify the LESSOR immediately in the event of catastrophic damage to the property. Catastrophic damage shall be defined as any damage requiring over \$5,000 to repair.

If the damage to the improvements on the Property is less than fifty (50%) percent of the total value of the improvements, the LESSEE(s) shall be obligated to repair or reconstruct said property. The LESSOR shall apply the proceeds directly to the costs of such repair or reconstruction. The LESSEE(s) shall be liable for any deficiency after application of the insurance money to such costs.

If the damage to the improvements on the Property is in excess of fifty (50%) percent of the total value of the improvements, the LESSEE(s) shall have the option as to whether to repair or reconstruct said property following such casualty loss.

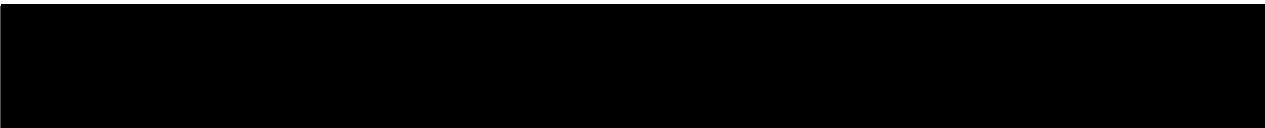
If the LESSEE(s) elects not to repair or reconstruct said property, then the unpaid balance of the PURCHASE PRICE shall at the option of the LESSOR become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the LESSEE(s) obligations shall be paid to the LESSEE(s). In the event that the agreement is paid out as a result of the application of the insurance proceeds, the LESSOR shall deliver a deed to the LESSEE(s) and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct said property after casualty, the proceeds shall be credited to the account of the LESSEE(s) and the LESSEE(s) will continue to make regular payments pursuant to the terms of the agreement until the LESSEE(s) obligations are satisfied and the agreement consummated.

If the LESSEE(s) elects to repair or reconstruct, the insurance proceeds shall be applied by the LESSOR to the costs of such repair or reconstruction, the LESSEE(s) shall submit the building plans to the LESSOR for approval, for which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the premises immediately prior to the casualty. If requested by the LESSEE(s), the LESSOR will, after approval of the LESSEE(s) building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction.

Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the LESSEE(s), and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the LESSEE(s).

[signature(s) on the following page]





IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

WITNESS
(sign and print)

SIGN
HERE →



WITNESS
(sign and print)

SIGN
HERE →

State of **ILLINOIS**

County of _____

On this, the _____ day of _____, 2014, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR **ILLINOIS**
Printed Name: _____
My commission expires _____ (SEAL)

MO SEVEN, LLC

WITNESS
(sign and print)

BY AUTHORIZED SIGNER
(sign and print)

State of South Carolina
County of _____

On this, the _____ day of _____, 2014, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR South Carolina
Printed Name: _____
My commission expires _____ (SEAL)

LEAD BASED PAINT RIDER AND RISK ASSESSMENT

RIDER TO AGREEMENT DATED the 15TH day of AUGUST, 2014 between the LESSEE(s) and LESSOR for property located at [REDACTED] County of COOK, State of ILLINOIS.

The LESSOR and the LESSEE(s) agree that the following additions and/or modifications are hereby made to the above-referenced Contract.

1. AGREEMENT CONTINGENCY. Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the LESSEE(s) are obligated under this agreement.

2. LEAD WARNING STATEMENT. The LESSOR, as owner of an interest in residential real property on which a residential dwelling was built prior to 1978, is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The LESSOR, as owner of an interest in residential real property, is required to provide any LESSEE(s) with whom the LESSOR enter into an agreement with any information on lead-based paint hazards from risk assessments or inspections in the possession of the LESSOR and notify the LESSEE(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

3. LEAD HAZARD INFORMATION PAMPHLET. The LESSOR shall deliver to the LESSEE(s) an EPA approved lead-hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based paint that is in good condition is not necessarily a hazard.

4. LESSOR's DISCLOSURE. (Check all applicable boxes).

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards.

(Check either (1) or (2) below).

(1) Hazards Known. Attached hereto is a statement signed by the LESSOR disclosing the presence of known lead-based paint and/or lead-based hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

(2) Hazards Unknown. The LESSOR has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the property.

(B) Records and Reports Available to LESSOR. (Check either (1) or (2) below).

(1) Records Provided. The following is a list of all records and/or reports available to the LESSOR pertaining to lead-based paint and/or lead-based paint hazards at the property.

The LESSOR shall deliver a complete copy of each record and report to the LESSEE(s).

(2) No Records. The LESSOR has no records or reports pertaining to lead based paint and/or lead-based paint hazards at the Property.

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5. RISK ASSESSMENT. (Mark with an X either (A) or (B) below.)

(A) LESSEE(s) hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

MARK
EITHER →

(B) This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the V at the expense of the LESSEE(s) before 5:00 p.m. on the tenth calendar day after full execution of the agreement by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the LESSEE(s) for any reason whatsoever, the LESSEE(s) shall notify the LESSOR or the attorney of the LESSOR in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the agreement upon written notice to the other party or the other party's attorney. If the notice of unacceptable results by the LESSEE(s) is not received by the LESSOR or the attorney of the LESSOR within two business days after the end of the Lead Paint Inspection Period, this Inspection contingency is deemed waived by the LESSEE(s). The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the LESSEE(s) has/have been received by the LESSOR before the end of the Lead Paint Inspection Period. The LESSOR will cooperate with the inspection made by the LESSEE(s) in such fashion as may be reasonably requested by the LESSEE(s). The LESSEE(s) may remove this contingency at any time without cause.

6. ACKNOWLEDGMENT BY THE LESSEE(s) (initial and date):

INITIAL HERE →	_____	_____	LESSEE(s) has/have received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this Contract.
	Initial	Date	
INITIAL HERE →	_____	_____	LESSEE(s) has/have received an EPA approved lead hazard information pamphlet.
	Initial	Date	
INITIAL HERE →	_____	_____	LESSEE(s) has/have received a 10-day opportunity (or mutually agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
	Initial	Date	

(signature(s) on the following page)

FILED DATE: 8/2/2023 11:30 AM 2023CH07076

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

Signed, sealed and delivered in the presence of:

MO SEVEN, LLC

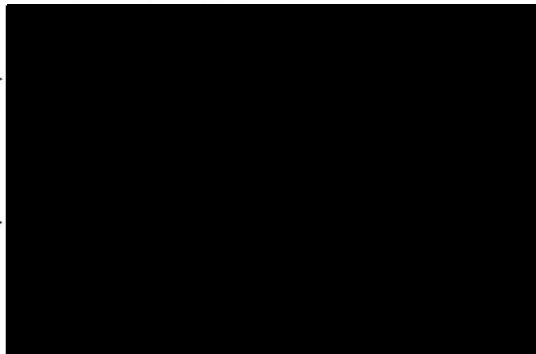
WITNESS
(sign and print)

BY AUTHORIZED SIGNER
(sign and print)

WITNESS
(sign and print)

SIGN
HERE →

SIGN
HERE →



WITNESS
(sign and print)

State of **ILLINOIS**
County of _____

On this, the _____ day of _____, 2014, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR **ILLINOIS**
Printed Name: _____
My commission expires _____ (SEAL)

This Instrument Prepared by:

Vision Property Management, LLC
Harriette Fraticelli
16 Berryhill Road
Columbia, SC 29210

FILED DATE: 8/2/2023 11:30 AM 2023CH07076