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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 1219945021 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 07/17/2012 09:19 AM Pg: 1 of 12

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 01-24-207-010-0000

Address:

Street:

8889705E

4470 Capstan Drive

Street line 2:

City: Hoffman Estates

Lender: FOSTER BANK

Borrower: JC IMPROVEMENTS, INC.

Loan / Mortgage Amount: \$258,454.00

a Ledi This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 94C5AE79-BB32-4471-A44F-6025F5981024

Execution date: 05/30/2012

1219945021 Page: 2 of 12

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This instrument was prepared by: Foster Bank/Loan#100477600001 5005 NEWPORT DRIVE ROLLING MEADOWS, IL 60008

When recorded return to (name, address):

Foster Bank/Soo Jin Kang

5005 NEWPORT DRIVE ROLLING MEADOWS, IL 60008 Space Above This Line For Recording Data REAL ESTATE MORTGAGE (With Future Advance Clause) 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is _ 06-28-2012 the parties, their address: and tax identification numbers, if required, are as follows: SUNIM LEF and JONG HAK LEE, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR MORTGAGOR: TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY 4470 Capstan Prive Hoffman Estates, I. 60193 If checked, refer to the attached Addengum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. LENDER: Foster Bank Organized and existing under the laws of the state of Illinois 5005 NEWPORT DRIVE ROLLING MEADOWS, IL 60008 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property: See Attached legal description as "Exhibit A" The property is located in Cook at 4470 Crostan Drive (County) , Hoffman Estates Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). 3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) See Attached "Exhibit B" a copy of the promissory Note which secured by this Mortgage ILLINOIS: AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES) (page 1 of 8) © 1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-IL 12/27/2002

1219945021 Page: 3 of 12

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. PRIOR SECURITY INTERESTS. V/it/ regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any natives that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes assessments, liens, encumbrances, lease payments, ground rents; utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare and entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation, of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

(page 2 of 8)

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1219945021 Page: 4 of 12

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necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mc. gagor has the right to remove items of personal property comprising a part of the Property that become worn or posolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such eplacement of personal property will be deemed subject to the security interest created by this Security Instrument. More gagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender's agents nay, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender's shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM. If Mortgago's fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or ray any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to verform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor as igr.s grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
 - B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way partein to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify the eleases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed Martgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

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1219945021 Page: 5 of 12

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compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT. Mortgagor will be in default if any of the following occur:
 - A. Any party obligated on the Secured Debt fails to make payment when due:
 - 8. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
 - D. The death, ursolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor of any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion policyes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- 15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may estriblish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a near on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by raw, then the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the palance is due or is accelerated or after foreclosure proceedings are filled shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Expertischen prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, necessing or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

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- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Excert as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- F. Mortgagor will commit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and region all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- G. Upon Lender's request and 't any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepale in environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- H. Lender may perform any of Mortgagor's o'igations under this section at Mortgagor's expense.
- I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Froberty. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminant domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor agrees to maintain insurance as follows:
 - A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

7cc S.L. (page 5 of 8)

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1219945021 Page: 7 of 12

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Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPURTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations, under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LEABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor of any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument, shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW: SEVERABILITY: INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience cally and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor hereby waives and releas is any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homester description, reinstatement, appraisement, the marshalling of liens and assets and all other exemptions as to the Property.

MAXII	MUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall
and ot	ceed \$ 258,454,00 This limitation of amount does not include interest, attorneys fees, her fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to ces made under the terms of this Security Instrument to protect Lender's security and to perform any of the ants contained in this Security Instrument.
U.C.C	PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:
	Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
	Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
	Crops; Timber; Minerals; Rents, Issues and Profits. Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
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1219945021 Page: 8 of 12

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	Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
	Filing As Financing Statement. Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
28. OTHI	ER TERMS. If checked, the following are applicable to this Security Instrument:
	Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
	Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersed this Security Instrument's "Assignment of Leases and Rents" section.
	C/X
and i	ATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument n any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated age 1.
Entity	Name:
(Sign(a	ture) SUNIM LEE (Date) (Signature) JONG HAK LEE (Date)
(Signa	ture) (Date) (Signature) (Date)
	<i>U</i> ₂
ACKNOW	/LEDGMENT:
TORNO	STATE OF Illinois , COUNTY OF GOOK ss.
Individual)	This instrument was acknowledged before me this28thday of June, 2012
(IIIOIViGGai)	by SUNIM LEE: JONG HAK LEE, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN
	My commission expires: 5/6/15
	7.0-4-

	KYUNG LEE OFFICIAL MY COMMISSION EXPIRES MAY 6, 2015
	> \\`0\$\\\'\'\'\'\'\'\'\'\'\'\'\'\'\'\'\'\'\'

1219945021 Page: 9 of 12

UNOFFICIAL COPY

	STATE OF	, COUNTY OF	, COUNTY OF			
(Business or Entity Acknowledgment)	This instrument was acknowledged be	efore me this	day of			
				(Title(s)		
	of	1 1 PV		(Name of Business or Entity		
	ă			on behalf of the business or entity.		
	My commission expires:					
		NOTE - 100 ACC				



(page 8 of 8)

1219945021 Page: 10 of 12

UNOFFICIAL COPY

EXHIBIT A

LOT 10 IN BLOCK 1 IN CIPRI ADDITION TO WESTBURY, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DRI.
OxCook County Clerk's Office ADDRESS: 4470 CAPS CAN DRIVE, HOFFMAN ESTATES, IL 60193

PIN: 01-24-207-010-0000

1219945021 Page: 11 of 12

JC IMPROVEMENTS, INC. 850 East Higgins Road Suite 1250 5005 NEWPORT DRIVE Schaumburg, IL 60173 ROLLING MEADOWS, IL 60008

Loan Number 100477600001					
Date 06-28-2012					
Maturity Date 07-01-2017					
Loan Amount \$ <u>258,454.00</u>					
Renewal Of					

	Renewal Of
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally." "You" means the lende	ME AND ADDRESS r, its successors and assigns.
For value received, I promise to pay to you, or your order, at your address list	
fifty four and no/100	Dollars \$ 258,454.00
Single Advance: I will receive all of this principal sum on 06-28-	2012 . No additional advances are contemplated under this note.
Multiple Advance: The principal sum shown above is the maximum amount	
/ will receive the amount of \$	
Conditions: The conditions for future advances are	
Onen End Cradit: You and Lagree that I may horrow up to the ma	iximum amount of principal more than one time. This feature is subject to
all other conditions and expires on	•
Closed End Credit: You and I agree that I may borrow up to the ma	
INTEREST: I agree to pay interest on the outstanding principal balance from_	
per year until 06-29-1012	
Variable Rate: This rate may then change as stated below.	
X Index Rate: The future tate will be 2.000 percent above t	the following index rate: the highest rate on corporate loans posted by at least 75% of
the USA's thirty largest banks known as the Wall Street Journal Prime Rate. The result	t of this calculation will be rounded to the nearest 0.250
No Index: The future rate v it r ot be subject to any internal or exte	
[X] Frequency and Timing: The rate on this note may change as often	
A change in the interest rate vill take effect On the following day	erest rate will not be more than
	han % each
Effect of Variable Rate: A change in the interest rate will have the following	
The amount of each scheduled payment will change.	
ACCRUAL METHOD: Interest will be calculated on aActu	ual/360 basis
POST MATURITY RATE: I agree to pay interest on the unpaid calance of this	
on the same fixed or variable rate basis in effect before maturity (a	s indicated above).
XI at a rate equal to 5% OVER THE INTEREST RATE IDENTIFIED N THIS NOTE	
LATE CHARGE: If a payment is made more than	
a min of \$25.00 RETURN CHECK CHARGE. I agree to pay the greater of \$	or all costs and expenses incurred in connection with any payment
on this loan that is returned because it has been dishonored.	/
\square ADDITIONAL CHARGES: In addition to interest, I agree to pay the follow	${ m ir}_{G}$ ${ m c}'$ ${ m iar}{ m ges}$ which \Box are \Box are not included in the principal amount
above:	
PAYMENTS: I agree to pay this note as follows:	
59 monthly payments of \$1,560.55 beginning 08-01-2012 and 1 balloon payment of \$231,667.	
	C/6/4:
	4
	0, _
ADDITIONAL TERMS:	
Collateral: (1) 1st position UCC/Security Agreement against all business assets of JC IMPROVE	MENTS, INC. located at 850 East Higgins Prud Suite 125C, Schaumburg IL 60173 (2) 2nd
mortgage against a residential property located at 4470 Capstan Drive, Hoffman Estates IL 601	
Streamwood IL 60107 (4) 3rd mortgage against a residential property located at 1248 South K	
West Grenshaw, Chicago IL 60624 (6) 2nd mortgage against a residential property located at 3	949 South Wells, Chicago IL 60609 (7) 2nd mortgage against a residential property located
at 1617 South Avers, Chicago IL 60623	C
CECURITY. This are in account to the file of	PURPOSE: The purpose of this joan is To payoff business line of credit
SECURITY: This note is separately secured by (describe separate document by type and date):	#1000996-1
	▼ CONFESSION OF JUDGMENT: I agree to the terms of the
	"Confession of Judgment" paragraph on page 2.

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

WITNESS BY:

Name: Soo J Kang

Initial SIK

Tony Hwang

Signature for Lender

UNIVERSAL NOTE

EXECUTE: © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-IL 3/6/2002

(page 1 of 2)

SIGNATURES: 1 AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

UC IMPROVEMENTS, NC.

Jong Lee, President & Secretary

age 1. (X) nearly the terms that apply means each Borrower who signs this no

DEFINITIONS: As used on page 1. X nearly the terms that apoly to this loan "I." "me" or "my" means each Borrower who signs his note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "you" means the Lender and its successors and assigns. APPLICABLE LAW. The law of the state of Illinois will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OF OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

(unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full in I receive the principal in more than one advance, each advance vit mant to earn interest only when I receive the advance. The interest rate in affect on this note at any given time will apply to the entire principal divanced at that time. Notwithstanding anything to the contrary, and on to agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under riphilable law for the extension of credit that is agreed to here (either before a after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a levice for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate virthcarge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The smount of interest that it will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "ye it," if no accrual method is stated, then you may use any reasonable account method for calculating interest.

method is stated, then you may use any reasonable activity method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" my as the date of the last scheduled payment indicated on page 1 of this are or the date you accelerate payment on the note, whichever is earlier. SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, ou may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you. "Right to receive money from you" means:

(1) any deposit account balance I have with you;
(2) any money lowed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase agreement or other nondeposit obligation. "Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endersement. Your right of set-off does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

RIM ESTATE OF RIS DENCE SECURITY: If this note is secured by (eal estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur. (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time if was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in die season if I am a producer of crops, (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you nave, but are not incited to the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid inte

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right-I have to the payment of money from you, subject to the terms of the "Set Off"

you may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using an

You may refuse to make advances to me or allow purchases on credit by me.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to later declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens agein.

CONFESSION OF JUDGMENT: If agreed on page 1, then in addition to your remedies listed herein, I authorize any attorney to appear in any your remedies listed herein, I authorize any attorney to appear in any your remedies listed herein, I authorize any attorney to appear in any your remedies listed herein, I authorize any attorney to appear in any your remedies listed herein, I authorize any attorney to appear in any together with collection costs including reasonable attorney's lees

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default, in addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs texcept where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's teas and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not riquire you to:

WAIVER: I give up my regular require you to:

11) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

3) give notice that amounts due have not been peid (notice of y and any defenses I have based on suretyship or impairment of collater il.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATI **-s INDEPENDENT: I understand that I must pay this note even if someon. E'se has also agreed to pay it (by, for example, signing this form or ser arate guarantee or endorsement). You may sue me alone, or anyone els, who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid inclined of dishonor). You may without notice releasemy party to this agreem int without releasing any other perty. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any exterior of new credit to any of us, or renewal of this note by all or less then all of us will not release me from my duty to pay it. (Of course, you are a tilled to only one payment in full.) I agree that you may at your option a tend this note or the debt represented by this note, or any portion of the nute or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my china' on under this agreement without your prior written approval.

of the note. I will not assign my chir a un under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request any financial statement or information you rie, deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to the shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you it writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCI.	BORROWER'S INITIALS Inot required)	PRINCIPAL PAYMENTS	PRINCIPAL HALANCE	(NTERES) RATE		INTEREST PAID HEORGE
	6		\$	\$	%	. \$	
	\$		\$	\$	ė.	\$	
	\$		\$	\$	50	\$	•
	\$		\$	\$	90	\$	
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