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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1714416022

Doc# 1714416022 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/24/2017 10:09 AM PG: 1 OF 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-21-420-066-1002

Address:

Street: 2131 S. Archer Avenue, Unit 202

Street line 2:

City: Chicago

State: IL

ZIP Code: 60616

Lender: Richard Davis, as Special Administrator for the Estate of Dolores Drury, deceased

Borrower: Zhengang Guo and Shioh Kiang

Loan / Mortgage Amount: \$1,100,000.00

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: B3AC0CE1-6660-4562-85AF-F2006F9307E2

Execution date: 5/8/2017

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PREPARED BY:

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 Niemeyer, Grebel & Kruse, LLC
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 St. Louis, MO 63102

And

Golan Christie Taglia LLP
 70 W. Madison Street, Suite 1500
 Chicago, IL 60602

MAIL TO:

Mark R. Niemeyer
 Niemeyer, Grebel & Kruse, LLC
 10 S. Broadway, Suite 1125
 St. Louis, MO 63102

JUNIOR MORTGAGE

Know all persons by these presents that on this 30th day of March, 2017, **Zhengang Guo**, an individual ("Guo"), and **Shiow Kiang**, an individual ("Kiang," and collectively with Guo shall be hereinafter referred to as the "Mortgagor"), has mortgaged and hereby mortgages to **Richard Davis**, as Special Administrator for the Estate of Dolores Drury, deceased (the "Mortgagee"), the real property and premises in the County of Cook, State of Illinois described in **Exhibit A** attached hereto (the "Property"):

For Recorder's Use

PERMANENT INDEX NUMBER:

See Exhibit A

PROPERTY ADDRESS:

See Exhibit A

to have and to hold the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining, forever, and all the improvements thereon or hereafter placed there.

WHEREAS, on March 30, 2017, Mortgagor and Mortgagee entered into that Settlement Agreement, by and among Mortgagor, Mortgagee, Nature's Health Corp., Ton Shen Health, Inc., U.S. – China Trading Corporation, Shinlon, LLC, and Hampton Fitness Products, LTD., whereby Mortgagee would receive One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (the "Settlement Amount") from non-Debtor third party(ies) for the benefit of Obligors (the "Settlement Agreement");

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WHEREAS, this Mortgage is in full compliance with the Settlement Agreement, the terms of which are incorporated herein, and the parties have agreed to enter into this Mortgage;

WHEREAS, each capitalized term used herein but not otherwise defined herein shall have the meaning set forth to such term in the Settlement Agreement; and

WHEREAS, to secure the payment of the Settlement Amount to Mortgagee, Mortgagor desires to grant to Mortgagee a Mortgage upon the Premises (as hereinafter defined) all in accordance with the provisions hereof.

NOW, THEREFORE, in consideration of the Settlement Agreement and to secure the payment of the Settlement Amount in accordance with the terms and provisions of the Settlement Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION ONE JUNIOR MORTGAGE & PAYMENT OF OBLIGATIONS

This conveyance is intended as a junior mortgage and is given for the purpose of securing the Settlement Amount, the obligations of Mortgagor to Mortgagee as specifically set forth in the Settlement Agreement, and all sums paid or expended by Mortgagee to obtain the satisfaction or performance thereof in the event of default by Mortgagor (collectively, the "Indebtedness"). Mortgagor shall pay to Mortgagee the Indebtedness, as and when the same become due.

This mortgage instrument shall be junior to mortgages executed by Mortgagor in favor of NAB Bank, Richland Mortgage and Pacific Global Bank (collectively "Senior Lender").

It is agreed by Mortgagor that this Mortgage shall secure the payment of any extensions, renewals, future advances or changes in the Settlement Agreement.

Mortgagor hereby covenants that Mortgagor is the owner of the Property and that Mortgagor warrants the title to the same, free and clear of all encumbrances of whatsoever nature, except for the above-mentioned mortgage held by Senior Lender, and that this Mortgage shall constitute a fourth lien on the Property, and that Mortgagor will warrant and defend the title to the Property against the claims of all persons whomsoever.

SECTION TWO HAZARD INSURANCE

To insure the buildings and improvements on the Property against fire and other hazards in the reasonable sum with insurance companies reasonably satisfactory to and for the benefit of Mortgagee, their successors, heirs and assigns, and to maintain such insurance during the existence of this Mortgage; and to pay all taxes and assessments levied and assessed against the Property before the same shall become delinquent. If such insurance is not effected and maintained or if all taxes and assessments that are or may be levied and assessed against the Property are not paid within forty five (45) days after the same become delinquent, then such failure shall constitute a default under this Mortgage.

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SECTION THREE ACCELERATION

If (i) any part of the Indebtedness is not paid within forty five (45) days after the same become delinquent (ii) any taxes or assessments levied and assessed against the Property are not paid within forty five (45) days after the same become delinquent, (iii) Mortgagor abandons the Property, (iv) sells the Property without satisfying the balance due under the Settlement Agreement, or (v) Mortgagor breaches any of the covenants and agreements herein contained and such breach continues ten (10) days after Mortgagee sends written notice to Mortgagor of such breach, then Mortgagee, or their successors, heirs and assigns, may, without notice to Mortgagor, elect to declare the whole sum or sums and interest thereon due and payable at once, and may, after notice and written approval from Senior Lender, proceed to foreclose this Mortgage for the collection of the debt secured hereby, and Mortgagee, and their successors, heirs and assigns shall become and be entitled to possession of the Property and to the rents and profits therefrom, subject to the rights of Senior Lender, and shall, as a matter of right, on the institution of any such foreclosure proceeding, be entitled to the appointment of a receiver for the purpose of collecting the rents and profits, the rents being assigned to Mortgagee, or their successors, heirs and assigns as further security for the indebtedness.

SECTION FOUR DISCHARGE

If Mortgagor pays or causes to be paid to Mortgagee, or their successors, heirs and assigns, the Indebtedness, together with interest thereon, according to the terms and tenor of the evidence of the debt, then this Mortgage shall be wholly discharged and become null and void.

SECTION FIVE EXPENSES AND FEES

As often as any proceeding is taken to foreclose this Mortgage, Mortgagor shall pay to Mortgagee, or their successors, heirs and assigns, a sum equal to reasonable attorney's fees for such foreclosure, in addition to all other legal court costs, which attorney's fees shall be due and payable on the filing of a petition for the foreclosure hereof, and such attorney's fees shall be a part of the debt secured by this Mortgage.

SECTION SIX DEFENSE OF TITLE OR LIEN

Mortgagor agrees at Mortgagor's own cost and expense to defend all actions attacking or questioning the title to the Property or seeking to enforce any liability or claim affecting the validity or priority of this Mortgage. In case an action is instituted attacking the title to the Property, or seeking to establish a lien or encumbrance thereon prior and paramount to the Mortgage herein (except for the mortgages on the Property held by Senior Lender), Mortgagee may, at their option, immediately declare this Mortgage and the Indebtedness due and payable and institute such proceedings including foreclosure of this Mortgage as they may deem proper.

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SECTION SEVEN AGREEMENTS AND COVENANTS AS CONSIDERATION

The premises and agreements contained in the Settlement Agreement that this Mortgage secures, and the agreements and covenants in the Mortgage contained, are each and all part of the consideration for the Indebtedness.

SECTION EIGHT FORBEARANCE NOT A WAIVER

No forbearance or failure to exercise any option or assert any rights or remedies given to Mortgagee hereunder shall operate or be held to operate as a waiver of their rights under the terms of Settlement Agreement and this Mortgage. It is further stipulated and agreed that the Settlement Agreement and Mortgage constitute the sole contract or agreement between Mortgagor and Mortgagee as to this Mortgage transaction. Time is of the essence of this agreement, and each covenant contained in the Settlement Agreement and this Mortgage is binding on Mortgagee and Mortgagor and their grantees and assigns.

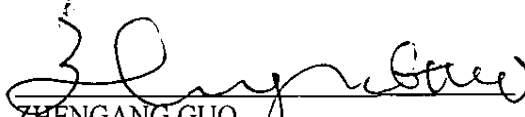
[Signature Page to Follow]

Property of Cook County Clerk's Office

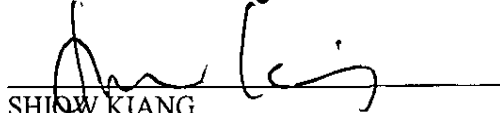
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IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and attested as of the day and year first above written.

MORTGAGOR:



 ZHENGANG GUO




 SHIOH KIANG

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Zhengang Guo, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 24th day of March, 2017.



 Notary Public

STATE OF Illinois)
) SS.
 COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Shioh Kiang, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 30th day of March, 2017.



 Notary Public



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

UNIT 2 IN THE CATHAY PLAZA RESIDENCE, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE PROPERTY, SPACE AND BUILDING PORTION OF A MULTI-STORY BUILDING LOCATED AT 2131 S. ARCHER, CHICAGO, ILLINOIS, SAID PROPERTY, SPACE AND A PORTION THEREOF DESCRIBED AS FOLLOWS:

LOTS 6, 7, 8, 9 AND 10 IN THE SUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 45 IN THE CANAL TRUSTEES' NEW SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH LIES ABOVE A HORIZONTAL PLANE WHICH IS 39.47 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE SOUTHERLY 8.40 FEET OF THE NORTHERLY 11.66 FEET (AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF) OF THE WESTERLY 8.44 FEET OF THE EASTERLY 71.95 FEET (AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) ABOVE A HORIZONTAL PLANE WHICH IS 39.47 FEET AND BELOW A HORIZONTAL PLANE OF 57.05 FEET ABOVE CHICAGO CITY DATUM OF LOTS 6, 7, 8, 9 AND 10 (TAKE TOGETHER AS A SINGLE TRACT OF LAND) IN THE SUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 45 IN THE CANAL TRUSTEES' NEW SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 91010744, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THOSE CERTAIN EASEMENTS AND RIGHTS OF USE FOR SUPPORT, INGRESS, EGRESS, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN OPERATING DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED NOVEMBER 1, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 91010742 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1987 AND KNOWN AS TRUST NUMBER 102798.00 AND BY A DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1987 AND KNOWN AS TRUST NUMBER 102798.00 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1990 AND KNOWN AS TRUST NUMBER 112874.06 DATED NOVEMBER 1, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 91010743.

PARCEL 3:

THE (EXCLUSIVE) RIGHT TO THE USE OF P-2, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED THE DECLARATION AFORESAID RECORDED AS DOCUMENT 91010744.

Common address: 2131 South Archer, Unit 302, Chicago, Illinois 60616
PIN: 17-21-420-066-1002