

# UNOFFICIAL COPY

OFF-1810702

Doc#: 1906018075 Fee: \$62.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/01/2019 01:30 PM Pg: 1 of 8

3 of 3

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 11-31-401-029-0000

**Address:**

**Street:** 1962 W. Devon

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60660

**Lender:** Chang Kim, Janne Kim and Michelle Kim

**Borrower:** Thuan Mai, a/k/a Thuan Xuan Mai

**Loan / Mortgage Amount:** \$280,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** 7D3E0B54-7A85-4EA4-86C4-A96AF01AC65E

**Execution date:** 2/19/2019

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AFTER RECORDING

MAIL TO:

Chang Kim, Janne Kim,  
and Michelle Kim  
2048 E. 71<sup>st</sup> Street  
Chicago, IL 60649

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## MORTGAGE

(Consist of Six Pages)

THIS AGREEMENT, made 14<sup>th</sup> day of February 2019, between Thuan Mai, a/k/a Thuan Xuan Mai, herein referred to as "Mortgagors", and Chang Kim, Janne Kim, and Michelle Kim, herein referred to as "Mortgagee", witnesseth:

WHEREAS the Mortgagor, as a guarantor, is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of TWO HUNDRED EIGHTY THOUSAND DOLLAS (\$280,000.00) evidenced by one certain Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum plus interest accrued thereon.

The said payments of either principal or interest, or both principal and interest are to be made in the County of Cook, State of Illinois, as the legal holder of this principal note may, from time, in writing appoint, and the absence of such appointment, then at the office of:

Chang Kim, Janne Kim, and Michelle Kim  
2048 E. 71<sup>st</sup> Street  
Chicago, IL 60649

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

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**Permanent Real Estate Index Number: 11-31-401-029-0000**

**Address of Real Estate: 1962 W. Devon, Chicago, IL 60660**

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagor so hereby expressly release and waive.

**Further Mortgagors does covenant and agree as follows:**

1. Mortgagor shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as require by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor desires to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and

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flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holders of the note, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note, or of any of them, to protect the mortgaged premises and the lien thereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this mortgage, if any, otherwise the highest prematurity rate set forth therein. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor.
5. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal notes or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.

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7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or any of them, or Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Mortgagee or holders of the note, or any of them, for attorneys' fee, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this mortgage, if any, otherwise the highest prematurity rate set forth therein, when paid or incurred by Mortgagee or holders of the note in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the principal notes; Fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and

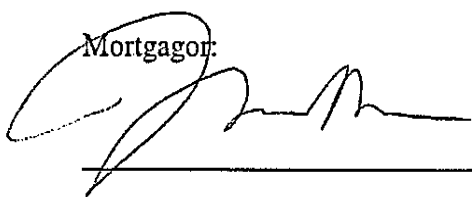
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profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

- 10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.
- 11. Mortgagee or the holders of the note, or of any them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Mortgagee shall execute and deliver a release hereof to Mortgagor before or after maturity thereof when all indebtedness hereby secured has been paid.
- 13. All provisions hereof, shall extend to be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Mortgage.

IN WITNESS WHEREOF the Mortgagors signed this instrument on the 19<sup>th</sup> day of February, 2019.

Mortgagor:




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Thuan Mai, a/k/a Thuan Xuan Mai

Notarial page to follow.

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, a Notary Public in and for the residing in said County, in the state aforesaid, **DO HEREBY CERTIFY THAT** Liam Mai who personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person(s) and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19<sup>th</sup> day of February, 2019.

Liam Mai  
Notary Public



This instrument was prepared by:  
Soojae Lee, Attorney at Law  
3501 Algonquin Rd., Suite 532  
Rolling Meadows, IL 60008

Property of Cook County Clerk's Office

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Address Given: 7058 S. Clyde Ave  
Chicago, IL 60649

Property Tax No(s): 20-24-422-023-0000

Legal Description:

THE SOUTH 20 FEET OF LOT 9 AND ALL OF LOTS 10, 11 AND 12 (EXCEPT THE SOUTH 22 FEET OF LOT 12 DEDICATED FOR STREET) EXCEPT THEREFROM THE WEST 40 FEET 10 INCHES OF THE ABOVE DESCRIBED PROPERTY, TAKEN AS A TRACT IN B.J. KELLEY'S SUBDIVISION OF BLOCK 2 OF THE COMMISSIONERS PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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