Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 1924134112 Fee \$88.00

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

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/29/2019 02:29 PM PG: 1 OF 6

The property identified as:

PIN: 17-20-435-008-0000

Address:

Street:

916 W 21st St

Street line 2:

City: Chicago

ZIP Code: 60608

Lender: An Chi Yang / Wen Yang

Borrower: US Pacific Management, Inc.

Loan / Mortgage Amount: \$400,000.00

204 COMPANY CLOSA 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.

Execution date: 8/21/20

Certificate number: B7A9AB7A-00D5-45C0-B745-EDFF99DB45C7

1924134112 Page: 2 of 6

UNOFFICIAL COPY

MORTGAGE

Pacific Management. Inc of 916 W 21st Street, Chicago, Illinois 60608("Borrower"). This Security Instrument is given to An Coi Yang/Wen Yang. whose address is 2039 20th Ave San Francisco Ca 94116 ("Lender"). Borrower owes Lender the principal sum of Four Hundred Thousand Dollars (\$400,000.00) This debt is evidence by Borrowers note dated of even date herewith ("Note"), which provides that the full debt, if not paid earlier, shall be due and payable on September 1,2020. This Security Instrument secures to Lender:(a) the repayment of the debt evidenced by the Note, with interest, if any, and all renewals, extensions and modifications: and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois;

PARCEL 1:

LOTS 25,26,27,28,29,31,32,33,34,35,36,37,38,39,40,41,42,43,44,47,48,49,50,51,52,53,54,55,56,57 AND 58 ALL IN C.H. DEERE'S SUBDIVISION OF BLOCK 17 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH ¾ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE EAST WEST 16 FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 35 TO 44 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 47 TO 56IN C.H. DEERE'S SUBDIVISION OF BLOCK 17 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 34 OF THE SOUTHEAST 34 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The real property address is commonly known as 916 W 21st St Chicago IL 60608.

The real property tax identification numbers are 17-20-434-01-,17-20,434-020,17-20-434-021,17-20-434-022,17-20-434-023,17-20-434-024,17-20-434-025,17-20-434-027,17-20-435-002,17-20-435-

1924134112 Page: 3 of 6

UNOFFICIAL COPY

003,17-20-435-004,17-20-435-005,17-20-435-006,17-20-435-007,17-20-435-008,17-20-435-009,17-20-435-010,17-20-435-011.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

IN WITNESS WHEREOF, Borraw and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and inters, if any, on the debt evidenced by the Note and prepayment and late charges due under the Note, the interest payment received by borrower later than the 5th day of the month on which such payment is due shall bear a late charge of 5%
- 2. **Payment of Taxes**. Borrowishall pay on or before the date due all taxes and assessments which may attain priority over this Security Instrument ("Taxes"). Borrower shall, upon Lender's request, provide evidence of full and timely payment of Taxes to Lender.
- 3. **Application of Payment**. All payments received by Lender under paragraph 1 hereof shall be applied: first, to interest due, if any: and last, to principal due.
- 4. Charges: Liens. Borrow shall promptly discharge and lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good faint the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's reasonable opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property: (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument: or (d) the lien is described in Paragraph 14 hereof. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the fiving of notice.
- 5. **Hazard Insurance**. For the period hereof, Borrow shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage", in reasonable amounts and with insurance carrier(s) chosen by Borrower subject to Lender's approval, which shall not by unreasonably withheld. All insurance policies and renewals shall include a standard mortgage clause. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

UNOFFICIAL COPY

- 6. **Preservation and Maintenance of Property**: Leaseholds. Borrow shall not destroy or damage the Property, allow the Property to deteriorate or commit waste.
- 7. Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.
- 8. **Notes**. Any notice to Borrower provided for in this Security Instrument shall by given by certified mail, return receipt requested, directed to the Borrow at 916 W 21st St Chicago IL 60608 such address as Borrow subsequently designates by notice to Lender. Any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or any other address Lender subsequently designates by notice to Borrower.
- 9. **Governing Law; Severability**. This Security Instrument shall be governed by federal law and the law of the iurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end, every provision of this Security Instrument and the Note are declared to be severable.
- 10. **Borrower's Right to Reinstar**2. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at nay time prior to the earlier of: (i) 5 days(or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument: or (ii)entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue uncharged. Upon reinstatement by Borrow, this Security Instrument and the obligation secured hardwy shall remain fully effective as if no acceleration had occurred.
- 11. Remedies. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and(d)that failure to cure the default on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this security Instrument or may foreclose this Security Instrument by judicial proceeding. In the event that Borrower is adjudicated and determined to be in default hereunder, Borrower shall bear Lender's attorneys fees, costs and expenses associated with and arising out of such default.

UNOFFICIAL COPY

- 12. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrow. Borrow shall pay any recordation costs.
- 13. Waiver of Homestead. Borrower waivers all right of homestead exemption in the Property.

BY SIGNING BELO' V, Borrower accepts and agrees to the terms and covenants contained in

this Security Instrument,

U S Pacific Management, In the Inghai Wang, in his individual capacity, hereby guarantees the due and punctual payment, under the terms and conditions of the foregoing MORTGAGE, of all sums coming due thereunder.

STATE OF ILLINOIS

COUNTY OF COOK

of Collustration of the Collus the said county, in the State aforesaid, DO HEREDY CEPTIFY that US Pacific I, a Notary Public in and for personally known to me to be the same person whose name is Management, Inc/ subscribed to the foregoing instrument appeared before me this day in person, and cknowledged, as his free and voluntary act, for the uses and purposes therein, set forth. Given under my hand and of irial seal, this day of

Official Seal Ain M Lei Notary Public State of Illinois My Commission Expires 05/19/2021

Prepared By:

U S Pacific Management, Inc

1924134112 Page: 6 of 6

UNOFFICIAL COPY

After Recording

Mail To: 916 W 21st Street Chicago IL 60608

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

COOK COUNTY COUN