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Loan Number 301420

REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 9th day of December, 1985, between Moon Sik Kim and Bong Ok Kim, his wife, and Jinkyu Pak and Soonhee Pak, his wife, the "Mortgagors", and PIONEER BANK & TRUST COMPANY, 4000 West North Avenue, Chicago, Illinois, the "Mortgagee".

WITNESSETH: that to secure the payment of an indebtedness in the sum of One Hundred Thirty Thousand and 00/100 (\$130,000.00) lawful money of the United States, to be paid with interest thereon, according to a certain note or obligation bearing even date herewith, and to secure the performance and observance by the Mortgagor of all of the covenants, agreements, and conditions contained in said note, in this Mortgage, and in all other instruments pertaining to the repayment of said note or to any other security therefore, and to secure the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor, pursuant to certain financing agreements dated NONE between the Mortgagor and the Mortgagee; and all amendments and supplements thereto and to secure the payment of any and all other sums heretofore loaned and advanced to Mortgagor by Mortgagee or at any time from the date hereof, owing on account of any obligations by the Mortgagor to the Mortgagee, all of such sums which together with the amounts owing on the aforesaid note, the Mortgagor hereby mortgages and warrants to the Mortgagee:

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook and the State of Illinois, as set forth in Exhibit A, attached hereto and made a part hereof.

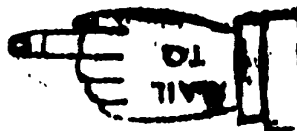
TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants; (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of Mortgagor in and to the premises; and

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

13-13-306-012

THIS DOCUMENT PREPARED BY
LAURENE R. HUFFMAN FOR:

PIONEER BANK & TRUST COMPANY
4000 West North Avenue
Chicago, Illinois 60639



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Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics or other liens or claims for liens of any kind; to pay when due an indebtedness which may be secured by a lien or charge on the premises, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, ten days before any penalty attached, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal or municipal law or regulation hereafter passed against Mortgagee upon this mortgage, or the debt hereby secured, or upon its interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Illinois and provided further that in the event of the passage of any such law or regulation, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of the Mortgagee.
7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.
8. To comply with the Collateral Assignment of Rents entered into by the Mortgagor and Mortgagee on the even date herewith.
9. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption) against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of money sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorize and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is

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COOK COUNTY CLERK'S OFFICE

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hereby authorized to adjust, collect and compromise, in its own discretion, all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers and releases required by the insurance companies, and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagor from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

10. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.

11. If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, in addition to the payments required by the Note, of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth (1/12th) of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such taxes, assessments or premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

12. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this mortgage, are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

13. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient any may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchases, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim, thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein

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The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

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authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon.

Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

A default shall occur in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than the Mortgagor (except when such vesting results from devise or operations of law upon the death of any individual executing this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at it's option and without affecting the lien hereby created or the priority of said lien or any right of the mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. It will, however, not be considered default hereunder if:

- (a) The mortgagor conveys title to a land trustee, provided that the Mortgagor becomes the beneficiary of that trust. It shall, however, be a default hereunder and the Mortgagee shall have the option to accelerate the debt if the land trustee subsequently conveys title to anyone other than the Mortgagor or if the Mortgagor as beneficiary transfers or assigns any of the four basic powers he has acquired as owner of the beneficial interest. (i.e. (1) to possess, manage and physically control the real estate; (2) to receive all income generated by the property; (3) to direct the trustee in dealing with title to the real estate; and (4) to receive the proceeds of any sale of the property made pursuant to the power of direction.); or

14. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor, or, (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the premises, or (ii) to condemn the premises or any part thereof for public use, or (iii) against Mortgagor under any bankruptcy or insolvency laws, or (iv) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor; or (c) if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or, if by or with the consent or at the instance of Mortgagor, proceedings to extend the time of payment of the Note or to change the terms of this mortgage be instituted under any bankruptcy or insolvency law; then,

- I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon,

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II. Mortgagee may immediately foreclose this mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and

III. Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

15. In any foreclosure of this mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All principal and interest remaining unpaid and secured hereby,

(b) All other items advanced or paid by Mortgagee pursuant to this mortgage with interest,

(c) All court costs, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at 2% above the bank's prime rate of interest in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

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accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagee.

16. No remedy or right of Mortgagee shall be exclusive or but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

17. Notwithstanding the provisions of Section 10 hereof, Mortgagee is hereby authorized to elect to pay any insurance premiums on an installment basis.

Mortgagor, for itself and for each and every person it may legally bind hereafter acquiring any interest in or title to the premises, does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind,
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

On not less than thirty (30) day's prior written notice, Borrower shall have the right to prepay the Loan, together with accrued interest thereon to the date of such prepayment, provided that no Default then exists and that Borrower shall also pay, at the time of such prepayment and in addition thereto, a premium during the

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first (1st) "Loan Year" (as that term is hereinafter defined) equal to six percent (6%) of the amount of principal so prepaid, declining by two percent (2%) for each Loan Year thereafter until such premium rate is two percent (2%) and continuing thereafter at two percent (2%) until the Maturity Date, at which time no prepayment premium shall be due. The term "Loan Year", as used herein, means a twelve (12) calendar month period commencing on the date on which the first installment payment hereunder is due and payable and each subsequent Loan Year commencing on each anniversary thereof. No partial prepayment shall extend or postpone the due date of any subsequent monthly installment of interest. Mortgagee shall, upon payment in full of the indebtedness secured hereby; immediately release its collateral interest in the mortgaged property and cancel and return to mortgagor the Installment Note which this mortgage secures together with a Release of the mortgage and the Collateral Assignment of Rents and Leases executed and delivered in connection herewith.

All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of Mortgagors, the day and year first above written.

By: *Moon Sik Kim*
Moon Sik Kim (Mortgagor)

By: *Bong Ok Kim*
Bong Ok Kim, wife (Mortgagor)

By: *Ji Kyu Pak*
Ji Kyu Pak (Mortgagor)

By: *Soonhee Pak*
Soonhee Pak, his wife (Mortgagor)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, DO HEREBY CERTIFY THAT Moon Sik Kim, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appears before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of December, 1985.

Lawrence R. Hoffman
NOTARY PUBLIC

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(The following information is provided for informational purposes only and should not be relied upon for legal or financial decisions. It is intended to provide a general overview of the current state of the market and is not intended to constitute an offer or recommendation of any investment product. The information is based on publicly available data and is subject to change without notice. For more information, please contact your financial advisor or the relevant regulatory authority.)

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NOVEMBER 18, 2023

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, DO HEREBY CERTIFY THAT Bong Ok Kim, wife of Moon Sik Kim, personally known to me to be 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 own free and voluntary act, and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of December, 1985.

Laura D. Hoffman
NOTARY PUBLIC

My Commission Expires November 8, 1988

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, DO HEREBY CERTIFY THAT Jinkyu Pak, personally known to me to be 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 own free and voluntary act, and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of December, 1985.

Laura D. Hoffman
NOTARY PUBLIC

My Commission Expires November 8, 1988

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, DO HEREBY CERTIFY THAT Soonhee Pak, wife of Jinkyu Pak, personally known to me to be to be the same person whose name is subscribed to the foregoing instrument, appears before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of December, 1985.

Laura D. Hoffman
NOTARY PUBLIC

My Commission Expires November 8, 1988

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CLERK OF THE COUNTY OF COOK
2009 05 15 10:00

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

TO THE HONORABLE CLERK OF THE COUNTY OF COOK
FROM THE HONORABLE CLERK OF THE COUNTY OF COOK
RE: [Illegible text]

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EXHIBIT A

LEGAL DESCRIPTION

Lot 40 and 41 and the South 12 Feet of Lot 42 in the Resubdivision of Block 2 in Rose Park, a Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

R.E. Tax I.D. #13-13-306-012-0000. *9/81*

\$ 18.00
MAIL

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T#2222 TRAN 0144 12/12/85 09:50.00
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EXHIBIT

DESCRIPTION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08/14/01 BY 60322 UCBAW/STP

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