

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

86259201

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

BANK OF RAVENSWOOD, an Illinois )  
Banking Corporation, )  
Plaintiff )

- vs - )

IKRAM KHAN, et al., )  
Defendants )

Case No. 83 CH 2420

MOTION FOR EQUITABLE RELIEF

NOW COMES Ikram Khan ("Khan") and by the law offices of Gary S. Tucker moves this Court for the right to the statutory period of redemption for the following reasons:

1. In 1982 Khan entered into the subject mortgage with the Bank of Ravenswood ("Bank") in the amount of \$60,000.00.
2. The provisions as contained within the mortgage document included a waiver of redemption clause.
3. The subject mortgage was negotiated as a refinancing arrangement with said Bank, replacing a prior mortgage between Bank and Khan for \$360,000.00.
4. Bank representatives suggested Khan utilize the services of attorney Scott Reynolds ("Reynolds") for purposes of consummating the subject mortgage.
5. Reynolds represented Khan in negotiating and consummating the subject mortgage with Bank.

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11-2021001

STATE OF ILLINOIS

COUNTY OF COOK

RECEIVED

IN THE COUNTY CLERK'S OFFICE OF COOK COUNTY, ILLINOIS  
COUNTY CLERK'S OFFICE

BANK OF AMERICA NATIONAL ASSOCIATION  
NATIONAL ASSOCIATION

Property of Cook County Clerk's Office

RECEIVED

1. The undersigned, County Clerk of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the County Clerk's Office of Cook County, Illinois, to-wit:

2. The original is a mortgage document in the name of Bank of America National Association, dated and recorded as follows:

3. The mortgage document is a first mortgage document in the name of Bank of America National Association, dated and recorded as follows:

4. The mortgage document is a first mortgage document in the name of Bank of America National Association, dated and recorded as follows:

5. The mortgage document is a first mortgage document in the name of Bank of America National Association, dated and recorded as follows:

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8 6 2 5 9 2 0 1

6. At no time did Bank or Reynolds advise Khan that Reynolds and the law firm of Hoellen, Lukes & Halper with which Reynolds is associated also represented said Bank.

7. At all relevant times a most serious conflict existed between Reynolds and Khan as a result of Reynolds representation of Khan while Reynolds was also an agent and/or employee of the Bank without knowledge of Khan.

8. Reynolds and the law firm of Hoellen, Lukes & Halper have represented the Bank for many years and perform hundreds of services for said Bank each year.

9. As a result of the aforesaid non-disclosure and conflict of interest, Khan was not represented by an attorney who would take the ordinary care to perform the requested services in a manner consistent with serving the best interests of Khan.

10. Reynolds charged Khan for those services rendered and the law firm of Hoellen, Lukes & Halper charged the Bank for services rendered in connection with the execution of the subject mortgage.

11. As a further result of the aforesaid conflict of interest and non-disclosure by Reynolds, Khan was caused to execute said mortgage, which document included a clause ordinarily repugnant to a mortgagor; i.e., a waiver of the right of redemption clause.

12. The Bank should not and equity demands it not profit from its wrong doing or the wrong doing of its agents, attorneys or employees.

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1. At no time did the Bank or any of its officers or directors have any knowledge of the fact that Reynolds and the Law Firm of Heald, Smith & Halper were in a relationship which Reynolds is entitled to be treated as a partner in.

2. At all relevant times, a bona fide business relationship existed between Reynolds and the Bank as a result of Reynolds' representation of Khan while Reynolds was then an agent and/or employee of the Bank without knowledge of any of the officers or directors of the Bank.

3. Reynolds and the Law Firm of Heald, Smith & Halper have represented the Bank for many years and performed a number of services for the Bank and its subsidiaries.

4. As a result of the fact that Reynolds and the Law Firm of Heald, Smith & Halper were in a relationship which Reynolds is entitled to be treated as a partner in, the Bank should not be treated as a partner in the business of Reynolds and the Law Firm of Heald, Smith & Halper.

5. Reynolds charged the Bank for the services rendered and the Law Firm of Heald, Smith & Halper charged the Bank for the services rendered in connection with the execution of the subject promissory notes.

6. As a matter of fact, the Bank should not be treated as a partner in the business of Reynolds and the Law Firm of Heald, Smith & Halper because the Bank was caused in the execution of the subject promissory notes to incur expenses which were not incurred by the Bank in the ordinary course of its business.

7. The Bank should not be treated as a partner in the business of Reynolds and the Law Firm of Heald, Smith & Halper because the Bank was caused in the execution of the subject promissory notes to incur expenses which were not incurred by the Bank in the ordinary course of its business.

10/22/83

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13. Failure to grant Khan the right of redemption with which he would otherwise be entitled pursuant to Illinois Law operates to unfairly prejudice Khan, for which there is not any remedy at law.

WHEREFORE, IKRAM KHAN prays this Court grant the equitable right of redemption to IKRAM KHAN on the parcel of property legally described as

Lots 8 and 9 in C. J. Ford's Subdivision of Block 10 (except that part thereof lying East of a line 50 feet West of and parallel with the East line of Section 19), in Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (except the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof) in Cook County, Illinois

commonly known as 3838 N. Ashland Avenue, Chicago, Illinois.

14-19-420-021  
Respectfully Submitted *m-c*

By 

GARY S. TUCKER

GARY S. TUCKER #20316  
180 N. La Salle  
Suite 3210  
Chicago, Illinois 60601  
444-9200

DEPT-01 RECORDING \$12.25  
#333 TRAN 6551 06/24/86 16:06:00  
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COOK COUNTY RECORDER

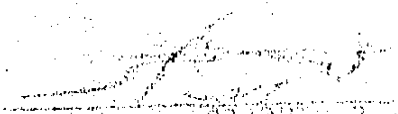
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It appears to me that the right of redemption with  
which he would ordinarily be entitled to Illinois law  
operates to satisfy a judgment for which there is no  
remedy at law.  
WHEREFORE, I pray that this Court grant the equitable  
right of redemption to [NAME] and the heirs of property  
legally described as

lots 2 and 3 of the subdivision of [NAME] and  
located in the [NAME] subdivision of [NAME] and  
being in the [NAME] section of [NAME] township,  
[NAME] county, Illinois. (Legal description of property)  
[NAME] and [NAME] of the [NAME] county, Illinois.

  
GARY S. TUCKER

DEED OF TRUST  
[Illegible text]

GARY S. TUCKER  
180 N. La Salle  
Suite 2110  
Chicago, Illinois 60601  
441-9300

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