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THIS DOCUMENT WAS PREPARED BY AND WHEN RECORDED PLEASE RETURN TO:

Michael J. Regan, Esq.  
Hinshaw, Culbertson, Moelmann,  
Hoban & Fuller  
222 N. LaSalle St. - Suite 300  
Chicago, Illinois 60601

GNA Loan No. 00829  
Address: 8965-8995 Potter Road  
Des Plaines, Illinois 60016

P.I.N.: 09-15-307-100

\$ 31.00

ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 1st day of November, 1990, by and among MIDWEST BANK & TRUST COMPANY, an Illinois banking corporation, not personally but solely as Trustee pursuant to the provisions of a Trust Agreement dated August 9, 1971, and known as Trust No. 71-08-638 ("Borrower"); THE FIRST NATIONAL BANK OF DES PLAINES, a national banking association, not personally but solely as Trustee pursuant to the provisions of a Trust Agreement dated September 25, 1990 and known as Trust No. 21622162 ("Trust"); PYI-ONG OK CHUNG ("Chung"), the owner of one hundred per cent (100%) of the beneficial interest in and to Trust; GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Lender"); and ANITA GRIZAFFI ("Guarantor").

RECITALS

A. In January, 1989, Lender made a loan to Borrower in the principal sum of SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$735,000.00) ("Loan") evidenced by a promissory note dated January 16, 1989, ("Note") and secured by the following documents:

(i) A Mortgage dated January 16, 1989 ("Mortgage"), recorded January 19, 1989, in the Office of the Recorder of Deeds, Cook County, Illinois, as document no. 8903170 and encumbering that certain property located in Cook County, Illinois, commonly known as 8965-8995 Potter Road, Des Plaines, Illinois, and legally described on Exhibit "A" attached hereto ("Property");

(ii) An Assignment of Leases and Rents dated January 16, 1989, recorded January 19, 1989, in the Office of the Recorder of Deeds, Cook County, Illinois, as document no. 8903171; ✓

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(iii) A Specific Assignment of Leases and Rents dated January 16, 1989, recorded January 19, 1989, in the Office of the Recorder of Deeds, Cook County, Illinois, as document no. 8903172; ✓

(iv) Security Agreement - Chattel Mortgage dated January 16, 1989;

[(ii), (iii) and (iv) collectively "Other Loan Documents"].

B. As an inducement to Lender to enter into and make the Loan to Borrower, Guarantor executed a Guaranty and Personal Liability Agreement dated January 16, 1989 ("Guaranty") in favor of Lender pursuant to which Guarantor unconditionally agreed to guaranty payment of certain costs, expenses and monies (collectively "Liabilities").

C. Borrower and Chung have entered into a contract dated June 23, 1990, ("Contract") whereby Borrower has agreed to sell Property to Chung and Chung has agreed to assume Loan.

D. Chung desires to (i) accept a deed of Property from Borrower and immediately thereafter convey fee title of Property to Trust; (ii) have Trust assume Loan.

E. Pursuant to paragraph 15 of the Mortgage, Lender has agreed to permit on a one-time only basis, the transfer of the Property and an assumption of the Loan upon the terms and conditions set forth therein.

F. Borrower has requested that Lender permit transfer of the Property to Chung and Chung has requested that Lender permit the transfer of property from Chung to Trust and that Lender permit an assumption of loan by Trust. Lender is willing to do so upon the terms and conditions set forth below.

NOW THEREFORE, the parties hereby agree as follows:

1. Chung and Trust hereby acknowledge that they are fully familiar with the terms of the Note, Mortgage, Other Loan Documents and Guaranty and acknowledge that those documents contain and express the entire understanding of the parties with respect to the Loan.

2. Trust hereby assumes and agrees to perform all of Borrower's Loan obligations in accordance with their terms, including without limitation all Borrower's payment and performance obligations under the Note, Mortgage and Other Loan Documents (collectively "Loan Obligations"). The aforesaid assumptions shall apply only to those obligations which arise on or after the effective date of this Agreement.

3. Lender hereby acknowledges and agrees that Borrower shall be released from all liability under the Note, Mortgage and Other Loan Documents.

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4. Lender hereby acknowledges and agrees that Guarantor shall be released from all liability under the Guaranty, provided however, that the Guarantor shall remain liable for those Liabilities resulting from actions taken or not taken by the Borrower or Guarantor prior to the date of the transfer of the Property to Chung.

5. (a) Lender hereby agrees and consents to Borrower's transfer of the Property to Chung pursuant to Contract and Chung's transfer of Property to Trust, and agrees that said transfers will not constitute a default under the Mortgage.

(b) Lender hereby agrees and consents to the assumption of Loan Obligations by Trust.

(c) Borrower, Guarantor, Chung and Trust each acknowledge and agree that upon closing of the transfer of the Property to Chung and the subsequent transfer to Trust, all further sales, conveyances, encumbrances and transfers of the Property will be subject to the provisions of Paragraph 15 of the Mortgage.

6. Lender, Borrower, Guarantor, Chung and Trust hereby acknowledge and agree that neither this Agreement nor any of the terms or conditions hereof shall affect the validity or priority of the Mortgage or any other instrument or document securing the Loan.

7. Trust hereby acknowledges and agrees that it shall execute a UCC-1 Financing Statement and a UCC-2 Financing Statement and shall cause the same to be filed with the Illinois Secretary of State and the Cook County, Illinois, Recorder of Deeds (as applicable), at Trust's sole expense.

8. Chung hereby acknowledges and agrees that she shall execute a UCC-1 Financing Statement and shall cause the same to be filed with the Illinois Secretary of State, at Chung's sole expense.

9. Chung hereby acknowledges and agrees that she shall execute a guaranty agreement in form and content identical to that which is attached hereto as Exhibit "B" ("Chung's Guaranty").

10. Borrower and Chung hereby jointly and severally agree to pay Lender, concurrently with their execution of this Agreement, an assumption fee of SEVEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$7,350.00) ("Assumption Fee") in consideration of Lender's consent to transfer of the Property to Chung and Trust and further jointly and severally agree to pay Lender's legal and administrative expenses in connection with said transfer. Lender hereby acknowledges receipt of Assumption Fee and an expense deposit of ONE THOUSAND NO/100 DOLLARS (\$1,000.00).

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11. Chung hereby requests that any notice given to Chung and Trust under the Note, Mortgage, Other Loan Document or Chung's Guaranty be given at the following address:

If to Trust: 701 Lee Street,  
Des Plaines, Illinois 60016.

If to Chung: c/o Mr. Chang Kim,  
524 S. Westgate Rd.,  
Des Plaines, Illinois 60016.

12. Chung hereby certifies to Lender that her tax identification number is as set forth opposite her signature to this Agreement.

13. In the event that any suit or action be brought to enforce or interpret the terms of this Agreement, the losing party shall pay the prevailing party's costs and expenses, including reasonable attorney's fees, incurred in such suit or action. Said attorneys' fees shall included without limitation, attorneys' fees incurred at or in preparation for any trial, appeal or review or in any bankruptcy proceeding.

14. This Agreement and the provisions hereof shall become effective only when each of the following conditions has been satisfied:

(a) A deed from Borrower conveying to Chung ("Chung Deed") fee title to the Property has been duly recorded with the Recorder of Deeds of Cook County, Illinois;

(b) A deed from Chung conveying to Trust ("Trust's Deed") fee title to the Property has been duly recorded with the Recorder of Deeds of Cook County, Illinois;

(c) Six duplicate originals of this Agreement have been duly and fully executed, by all parties hereto and have been duly recorded with the Recorder of Deeds of Cook County, Illinois,

(d) The following items shall be delivered to Lender or its authorized agent:

- (i) Chung's Guaranty;
- (ii) Copies of Chung Deed and Trust's Deed reflecting the recording number;
- (iii) Copy of Contract;

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- (iv) Copy of fully executed Buyer-Seller Closing Statement, relating to the transfer of Property from Borrower to Chung, executed by Borrower and Chung, or their authorized agents;
  - (v) Evidence of insurance on Property in form and content satisfactory to Lender;
  - (vi) An original, fully executed Assumption Agreement;
  - (vii) Copy of Assumption Agreement reflecting the recording number;
  - (viii) An endorsement from Chicago Title Insurance Company to Chicago Title Insurance Company loan policy no. 7133184 in form satisfactory to Lender insuring Lender against the loss of priority of Mortgage due to the conveyance of property from Borrower to Chung and from Chung to Trust.
- (e) The UCC-1 and UCC-2 Financing Statements have been duly and fully executed by Trust and have been duly filed with the Secretary of State and Recorder's Office (as applicable);
- (f) The UCC-1 Financing Statement has been duly and fully executed by Chung and has been duly filed with the Secretary of State;
- (g) Lender has received payment in full for all of Lender's legal and administrative expenses incurred in connection with the negotiation and preparation of this Agreement, and the assumption contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



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My Comm. Expires Jan 22, 1991  
NOTARY - PUBLIC  
STATE OF WASHINGTON  
SONIA SINGER

30233011



# UNOFFICIAL COPY

Illinois State Board of Elections

Statewide

November 3, 2020

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11/03/2020



# UNOFFICIAL COPY

BOARD OF SUPERVISORS  
COUNTY OF COOK

Property of Cook County Clerk's Office

RECORDED



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CHUNG:

*pyeong ok chung*  
PYEONG OK CHUNG  
Tax Identification Number: 573-87-2297

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF *Cook* )

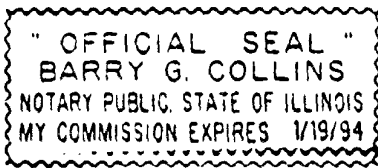
I, *Barry G. Collins*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PYEONG OK CHUNG personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this *5th* day of *November*, 1990.

*Barry G. Collins*  
Notary Public

My Commission Expires:

*1-17-1994*



Notary of Cook County Clerk's Office

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GUARANTOR:

Anita Grizaffi  
ANITA GRIZAFFI

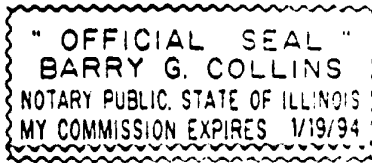
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF Cook )

I, Barry G. Collins, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ANITA GRIZAFFI 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5<sup>th</sup> day of March, 1990.

Barry G. Collins  
Notary Public

My Commission Expires:  
1-19-1994



Notary Public of Cook County Clerk's Office

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## LEGAL DESCRIPTION

THE SOUTH 150.05 FEET OF THE NORTH 183 FEET OF THE EAST 150.05 FEET OF THE WEST 183 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH AND WEST LINES THEREOF OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF BALLARD ROAD AND WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SECTION 15, WHICH IS 22.50 FEET EAST OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 TO A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 26.99 FEET EAST OF THE NORTH WEST CORNER OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 15 AND SAID LINE EXTENDED NORTH TO THE CENTER LINE OF BALLARD ROAD IN THE NORTH EAST 1/4 OF SAID SOUTH WEST 1/4 (EXCEPT THAT PART LYING NORTH OF THE NORTH LINE OF LOT 6 IN GOETTSCHKE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 15; AFORESAID AND LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST, 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 15) IN COOK COUNTY, ILLINOIS

ADDRESS: 8965-8995 POTTER ROAD, DES PLAINES, ILLINOIS 60016

PIN: 09-15-307-100-0000

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GNA Loan No. 00829

## GUARANTY AND PERSONAL LIABILITY AGREEMENT

GUARANTY AGREEMENT made this \_\_\_ day of November, 1990, by PYEONG OK CHUNG ("Guarantor") in favor of GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Lender").

### RECITALS:

A. In January, 1989, Lender made a loan to MIDWEST BANK & TRUST COMPANY, not personally but solely as Trustee pursuant to a Trust Agreement dated August 9, 1971 and known as Trust No. 71-08-638 ("Borrower"), in the principal amount of SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$735,000.00) ("Loan").

B. To evidence Loan, Borrower executed and delivered its promissory note dated January 16, 1989 in favor of Lender ("Note").

C. To secure the Note, Borrower executed and delivered the following documents of even date therewith:

1. A mortgage in favor of Lender ("Mortgage"), dated January 16, 1990, and recorded January 19, 1990, in the Office of the Recorder of Deeds, Cook County, Illinois, as document no. 89031730 conveying the land legally described on Exhibit "A" attached hereto and made a part hereof and the improvements situated thereon ("Mortgaged Premises"); and

2. "Other Loan Documents" (as such term is defined in Mortgage).

D. The Note, Mortgage and Other Loan Documents shall hereinafter be collectively referred to as "Loan Papers".

E. All sums due and owing pursuant to the Note, Mortgage and Other Loan Documents shall hereinafter collectively be referred to as "Indebtedness".

F. Pursuant to an Assumption Agreement dated November 1, 1990 ("Assumption Agreement") by and among Borrower, Guarantor, Lender, Anita Grizaffi, and The First National Bank of Des Plaines, not personally but solely as Trustee pursuant to Trust Agreement dated September 25, 1990 and known as Trust No. 21622162 ("Trust"), Trust agreed to assume Loan Obligations (as such term is defined in Assumption Agreement).

Exhibit B

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CLERK OF COURT

CHIEF CLERK

700 LaSalle Street  
CHIEF CLERK

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G. Guarantor is executing this Guaranty as an inducement to Lender executing Assumption Agreement.

NOW, THEREFORE, in consideration of Lender's execution of Assumption Agreement, Guarantor does hereby:

1. Unconditionally and absolutely guaranty and agree to pay upon demand:
  - a). all losses, damages, costs and expenses (including attorney fees) suffered by Lender as a result of fraud or willful misrepresentation made by Guarantor or a breach of any warranty and representation contained in any document delivered to Lender by or at the request of Guarantor or as a result of the intentional or negligent waste of Mortgaged Premises;
  - b). all rents, revenues, issues and profits from Mortgaged Premises received during the period of any Monetary Default or Non-Monetary Default (as such terms are defined in the Mortgage) or after acceleration of Indebtedness and not applied to the payment of Indebtedness or the normal operating expenses of Mortgaged Premises;
  - c). all rents from Mortgaged Premises collected more than one (1) month in advance which are not earned at the time of the occurrence of any Monetary Default or Non-Monetary Default and which are not applied to the payment of Indebtedness or the normal operating expenses of Mortgaged Premises;
  - d). all losses, damages, costs and expenses (including reasonable attorneys' fees) suffered by Lender as a result of the removal and failure to replace any "Personal Property" (as such term is defined in Mortgage);
  - e). all "Proceeds" and "Awards" (as such terms are defined in Mortgage) which are not applied in accordance with the provisions of Loan Papers;
  - f). any and all of Lender's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about Mortgaged Premises of any "Hazardous Substances" and "Asbestos" (as such terms are defined in Mortgage).
3. unless otherwise provided herein to the contrary, waive diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, non-payment at

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maturity and indulgences and notices of every kind, and consent to any and all forbearances and extensions of time for the payment of Indebtedness or the performance of the terms, covenants, conditions and agreements contained in Loan Papers, and to any and all changes in the terms, covenants, conditions and agreements thereof, hereafter made or granted, and to any and all substitutions, exchanges or releases of all or any part of Indebtedness or Loan Papers;

4. agree that:

- (a) Guarantor shall have no right of subrogation whatsoever with respect to Loan Papers, or to any monies due and unpaid thereon, unless and until Lender shall have received payment in full of Indebtedness;
- (b) without affecting, diminishing or otherwise impairing the liability of Guarantor hereunder and without notice to or the consent of Guarantor, Lender may, from time to time, grant renewals, extensions, indulgences, releases and discharges to Trust and/or beneficiaries of Trust, take security for the payment of Indebtedness, release any or all security therefor or refrain from perfecting any interest in any security granted by Trust, and/or Guarantor;
- (c) Lender may amend or modify Loan Papers and otherwise deal with Trust and beneficiaries of Trust with respect thereto, without notice to or the consent of Guarantor and without affecting, diminishing or otherwise impairing the liability of Guarantor hereunder;
- (d) Guarantor shall not be subrogated to Lender with respect to any action taken or permitted by Lender until Lender is in receipt of payment in full of Indebtedness, together with all costs, expenses and reasonable attorneys' fees incurred by Lender in enforcing the payment thereof or the performance and observance of any other term, covenant, condition or agreement hereby guaranteed;
- (e) Lender may, from time to time, consent to any action or non-action of Trust and the beneficiaries of Trust which, in the absence of consent, violates or may violate any provision of Loan Papers, which consent may be granted by Lender without, in any manner, affecting, diminishing or impairing the liability of Guarantor hereunder;
- (f) no change in any part of the beneficiary interest of Trust shall, in any way, affect, diminish or otherwise limit the liability of Guarantor and Lender shall not be obligated to inquire into the powers of Trust or the beneficiaries of Trust to execute and deliver Loan Papers required of them, respectively;

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- (g) Lender shall not be obligated to pursue or exhaust its recourse against the trust estate establishing Trust or any other person (including any other guarantor(s) of Indebtedness or any portion thereof) or any security granted to Lender for the payment of Indebtedness prior to being entitled to performance by Guarantor;
- (h) no invalidity, irregularity or unenforceability (by reason of any governmental agency's purporting to reduce or amend or otherwise affecting Indebtedness or any security therefor) and no release or discharge of Trust or the beneficiaries of Trust in any receivership, bankruptcy, winding-up or other creditor proceedings shall affect, diminish or otherwise impair or be a defense of this Guaranty;
- (i) this Guaranty Agreement shall be binding upon Guarantor and Guarantor's heirs, successors and grantees.

5. Agree to pay, upon demand, all costs and expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of this Agreement.

6. This Guaranty shall not be assigned by Guarantor without the consent of Lender, which consent may be withheld for any reason.

Any notice, consent or other communication to be given hereunder shall be in writing and shall be served either personally (by a same-day, independent courier service) or by "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid, return receipt requested (which shall be deemed received three [3] days following the post office postmark date thereof). All such notices, consents or other communications shall be addressed to Guarantor and Lender at their respective addresses set forth below or to such other addresses as Guarantor, Lender or such other parties, to whom copies of notices or other communications are to be mailed, may direct in writing:

If to Guarantor: c/o Mr. Chang Kim, 524 South Westgate Road, Des Plaines, Illinois 60016.

If to Lender: Mortgage Loan Department, P.O. Box 490, Seattle, Washington 98111-0490.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty Agreement as of the day and year first above written.

---

PYEONG OK CHUNG



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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY that PYEONG OK CHUNG, 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 own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

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