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## COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

JANUARY 30, 1991

KHENG HONG A MARRIED MAN & SUNLANG HONG A BACHELOR  
"(Borrower")

("Lender")

DEPT-01 RECORDING 421.25  
T41111 TRAN 6326 02/01/91 10:49:00  
#380 + A \*-91-050248  
COOK COUNTY RECORDER

WITNESSETH:

KHENG HONG A MARRIED MAN & SUNLANG HONG A BACHELOR

SEVENTY FIVE THOUSAND NO. 100 \*\*\*\*\* (\$75,000.00)

ELEVEN AND ONE HALF (11.5%)

25%

\$876.14

1ST

MARCH

1, 1991

FEBRUARY 1, 1994 ("Maturity")

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LOT 3 AND THE SOUTH 3 FEET OF LOT 9 IN BLOCK 1 IN STOREY'S MILWAUKEE AVENUE  
SUBDIVISION OF THE NORTHEAST 15 ACRES OF THE WEST 1.2 OF THE SOUTHEAST 1.4 OF  
SECTION 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

P.I.N# 19-26-402-002 VOL. 355

91 0%  
1/1/91

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COMMON ADDRESS: 2750 NORTH KIMBALL, CHICAGO, ILLINOIS 60647

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Further, the following conditions shall apply to the use of the premises:

1. Duty To Maintain Premises and Title Premises.

The Tenant shall be responsible for the maintenance and repair of the premises and shall be liable for the cost of such maintenance and repair. The Tenant shall also be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

2. Taxes, Assessments, and Charges.

The Tenant shall be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

3. Leases.

The Tenant shall be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

4. Condemnation.

The Tenant shall be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

5. Non-Exclusivity and Preservation of Remedies.

The Tenant shall be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

6. Insurance.

The Tenant shall be responsible for the payment of all taxes, assessments, and charges levied on the premises. The Tenant shall also be responsible for the payment of all utility bills for the premises. The Tenant shall also be responsible for the payment of all other charges and expenses incurred by the Tenant in connection with the use of the premises. The Tenant shall also be responsible for the payment of all costs of litigation incurred by the Tenant in connection with the use of the premises.

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the receipt of any such money shall constitute an acknowledgment of the maturity of all of the bonds and the payment of the principal and interest thereon. Thereafter the said principal and interest shall be paid to the holders of the bonds in full and shall not be subject to any lien or claim of any kind.

9.6 Environmental Provisions Binding on Beneficiaries.

If the State or any local government or any other person or entity, including any governmental agency, shall be liable for any environmental damage or liability, the State or such person or entity shall be bound by the provisions of this section.

10. Default.

Notwithstanding to whom the principal and interest on the bonds are payable, the State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due.

11. Due on Sale.

Notwithstanding to whom the principal and interest on the bonds are payable, the State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due.

12. Definition of Liabilities.

Notwithstanding to whom the principal and interest on the bonds are payable, the State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due. The State and any local government shall be liable for the principal and interest on the bonds if the State or any local government shall fail to pay the principal and interest on the bonds when due.

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The Note is hereby assigned to the assignee, and the assignee, its successors and assigns, shall have the right to enforce the terms of the Note and to collect the principal and interest thereon. The assignee shall have the right to sue for the principal and interest thereon, and to enforce the terms of the Note, and to collect the principal and interest thereon, and to enforce the terms of the Note, and to collect the principal and interest thereon.

**13. Foreclosure.** When any default shall have occurred under the terms of the Note, the assignee shall have the right to foreclose on the property secured by the Note, and to sell the property, and to apply the proceeds of the sale to the payment of the principal and interest due on the Note, and to the payment of the costs of the foreclosure and sale. The assignee shall have the right to sue for the principal and interest due on the Note, and to enforce the terms of the Note, and to collect the principal and interest thereon, and to enforce the terms of the Note, and to collect the principal and interest thereon.

**14. Proceeds of Foreclosure.** The proceeds of the sale of the property shall be distributed as follows: first, to the assignee to pay the principal and interest due on the Note; second, to the assignee to pay the costs of the foreclosure and sale; third, to the assignee to pay the costs of the foreclosure and sale; fourth, to the assignee to pay the costs of the foreclosure and sale.

**15. Receiver.** The assignee shall have the right to appoint a receiver to collect the principal and interest due on the Note, and to enforce the terms of the Note, and to collect the principal and interest thereon, and to enforce the terms of the Note, and to collect the principal and interest thereon.

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The court will have to determine whether the defendant's actions were negligent and whether the plaintiff's injuries were caused by the defendant's negligence. The court will also have to determine whether the plaintiff's injuries were aggravated by the defendant's actions.

16. Unavailability of Certain Defenses.

The defendant is not entitled to a judgment of acquittal as a matter of law because the evidence is sufficient to allow the jury to find that the defendant was negligent and that the plaintiff's injuries were caused by the defendant's negligence.

17. Inspection.

The defendant is not entitled to a judgment of acquittal as a matter of law because the evidence is sufficient to allow the jury to find that the defendant was negligent and that the plaintiff's injuries were caused by the defendant's negligence.

18. Estoppel Statement by Borrower.

The defendant is not entitled to a judgment of acquittal as a matter of law because the evidence is sufficient to allow the jury to find that the defendant was negligent and that the plaintiff's injuries were caused by the defendant's negligence.

20. Taxes and Insurance.

The defendant is not entitled to a judgment of acquittal as a matter of law because the evidence is sufficient to allow the jury to find that the defendant was negligent and that the plaintiff's injuries were caused by the defendant's negligence.

The court will have to determine whether the defendant's actions were negligent and whether the plaintiff's injuries were caused by the defendant's negligence. The court will also have to determine whether the plaintiff's injuries were aggravated by the defendant's actions.

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21. Binding on Assigns.

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22. WAIVER OF REDEMPTION.

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23. Special Provisions Concerning Land Trustee.

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24. Waiver of Homestead.

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25. Governing Law; Severability.

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WITNESS

ADDITIONAL SIGNATORIES FOR  
WAIVING AND CONVEYING HOMESTEAD  
RIGHTS, IF ANY.

BORROWER:

~~KYLAN DEAP~~  
KYLAN ~~DEAP~~, wife of  
KHENG HONG, signing to  
waive homestead rights

*Kheng Hong*  
KHENG HONG

*Bunlang Hong*  
BUNLANG HONG



THIS DOCUMENT WAS PREPARED BY AND  
SHOULD BE MAILED TO:

COLE TAYLOR BANK  
1542 W. 47TH ST.  
CHICAGO, ILLINOIS 60609  
ATTN: COMMERCIAL LENDING

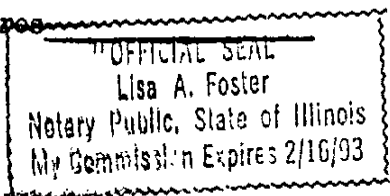
State of Illinois, County of Cook as. I, the undersigned, a

Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Kheng Hong

personally known to me to be the same person whose name(s)  
subscribed to the forgoing instrument appeared before me  
this day in person, and acknowledged that he signed  
and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30-12 day of December, 1991

Commission expires



*Lisa A. Foster*  
Notary Public

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