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INSTRUMENT PREPARED BY:
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Doc#: 0511203097
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/22/2005 12:02 PM Pg: 1 of 6

MORTGAGE

This Mortgage made and entered into this April day of 22nd, 2005, by and between **ALIXIO KHAZAL** 1429 South Clark Street, Chciago, Illinois 60605 (hereinafter referred to as mortgagor) and **ZUHAIR ALDUJAILY**, 7487 North LaFayette, Dearborn Heights, Michigan 48127 (hereinafter referred to as mortgagee).

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

See Attached Exhibit A.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

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This instrument is given to secure the payment of a Promissory Note dated August 26, 1999 and Note Amendment dated August 26, 2004 in the principal sum of Five Hundred Forty Thousand and No/100 (\$540,000.00) Dollars signed by Alixio Khazal.

This mortgage is a junior indebtedness subordinated to the first mortgage indebtedness.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the Indebtedness Hereby Secured.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the proof of payment therefor to the mortgagee, upon request.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall also be paid by the mortgagor.
- d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the Indebtedness Hereby Secured.
- e. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof, said insurance shall evidence mortgagee as a party insured.
- f. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- g. To the best of his knowledge, he has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of his knowledge, there have been no actions commenced or threatened by any party for noncompliance, except as otherwise previously disclosed to Mortgagee.
- h. He shall keep or cause the premises to be kept free of Hazardous Materials to the best of his ability, and, without limiting the foregoing, he shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall he cause or permit, as a result of any intentional or unintentional act or omission on his part, or on the part of any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.


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2. The mortgagor covenants and agrees that if he shall fail to pay the Indebtedness Hereby Secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby, the entire Indebtedness Hereby Secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of the maturity, and the mortgagee or his assigns may after entry of Judgment of Foreclosure and Sale sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.
3. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, including the payment of the first mortgage, the expenses incurred by the mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the Indebtedness Hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
4. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the Indebtedness Hereby Secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.
5. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property that it is deemed the mortgagor is liable for, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the Indebtedness Hereby Secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgagor shall pay and discharge the Indebtedness Hereby Secured, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.
6. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
7. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
8. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
9. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1429 South Clark Street, Chicago, Illinois 60605, and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 7487 North LaFayette, Dearborn Heights, Michigan 48127.

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10. The mortgagor, on behalf of him and each and every person claiming by, through, or under him, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to affect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

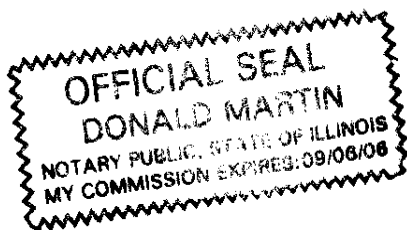
IN WITNESS WHEREOF, the mortgagor have executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.


ALIXIO KHAZAL

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that **ALIXIO KHAZAL**, 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.

Dated: 4/22/05




NOTARY PUBLIC

PARCEL 1:

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THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 442.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF:

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE 55.67 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 14.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 43.24 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 19 SECONDS EAST 24.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 32.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS

WEST 32.88 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 62.42 FEET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 319.24 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 123.01 FEET TO THE POINT OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 98.83 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST 65.67 FEET TO THE EAST LINE OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES INCLUDING SEWER, WATER, GAS AND DRAINAGE:

THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 2 BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK, 71.66 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE OF 189.93 FEET TO THE EAST LINE OF SAID BLOCK; THENCE NORTH 00 DEGREES 08 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 14.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 57.20 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 7.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 124.97 FEET; THENCE NORTH 34 DEGREES 37 MINUTES 01 SECONDS WEST 28.16 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 39.31 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 20.68 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 64.08 FEET TO THE EAST LINE OF BLOCK 7 AFORESAID:

THENCE NORTH 00 DEGREES 08 MINUTES 18 SECONDS EAST 27.76 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 63.51 FEET; THENCE NORTH

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45 DEGREES 00 MINUTES 00 SECONDS WEST 21.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 37.22 FEET; THENCE NORTH 33 DEGREES 10 MINUTES 17 SECONDS EAST 25.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 37.12 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 14.14 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 55.06 FEET TO THE EAST LINE OF BLOCK 7 AFORESAID:

THENCE NORTH 00 DEGREES 08 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 14.0 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE THEREOF THROUGH A POINT THEREIN 456.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PERPENDICULAR LINE 190.76 FEET TO SAID POINT ON THE WEST LINE THEREOF 456.25 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 14.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 55.67 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 14.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 43.24 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 19 SECONDS EAST 24.71 FEET; THENCE SOUTH 00 MINUTES 00 SECONDS WEST 32.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 32.80 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 62.42 FEET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 319.24 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 24.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 62.43 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 32.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 32.56 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 03 SECONDS WEST 30.99 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 226.44 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 7.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 58.67 FEET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 86.16 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 14.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PSN #

17.21.211.035.0000

1429 South Clark St Chicago Illinois