Date Of First Registration

JANUARY THENTIETH (20th) 1925—96—299760

STATE ON THE J Carol Moseley Braun Registrar of Titles in

and for said County, in the Rate aforesaid, do havely certify that some

ALL M. AQEL (A Man Havor Marriad)

140015 TRAN 279 047 76 03007400 47607 CT 1800 78 - 299769 CONK CODULY RECORDER

of the city of chicago County of cook and State of MILLINOIS the owner Of an estate in fee simple, in the following described. land situated in the County of Cook and Rate of Illinois.



LOT THENTY NING-

In Block Four (4) In Vincent E. Guarno's Marquette reak Addition, & Subdivision of the South Half ()) of the Northeast Quarter (1) of the Southwast Julitar (1) of Bection 22, Township 38 North, Range 13, East of the Third Principal Meridian,

19-12-412-012 6835 S. Keeler 6 Chilage, 12 60639

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Witness My hand and Official Scal

TWENTY THEFD (23rd) day of

Form No. 3

OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

NATURE AND TERMS OF DOCUMENT DATE OF REGISTRATION SIGNATURE OF RESTRATION

YEAR-MONTH-DAY-HOUR SIGNATURE OF REGISTRAR

24067-88

In Duplicate

DOCUMENT NO.

Subject to General Taxes levied in the year 1988
Subject to 15 foot building line as shown on Plat
of said Subdivision recorded as Document Number 862930.
Restrictions as to use, cost, location, etc., of buildings
to be crected on foragoing premises as shown in Deed
Document Rumber 295906.
Subject to possible claims costs of administrators,
rights of personal representative if and when appointed
in the estate of Andraw B. Koval, deceased until
August 28, 1989.
Trust Deed from Ali M. Agel, to Chicago Titel and Trust
Company, an Illinois corporation, as Trustee, to
secure note in the principal sum of \$39,500.00,
payable as therein stated. For particulars see Document
Nov.72,1988
Nov.2

Finent Jonal Ban.

County Or County Clarks Office

Assignment of Rents from Ali M. Agel, to Archer National Bank. For particulars see Document

3755633 In Duplicate

3755614

339.50

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY PLEASE RETURN TO:

> ALLEN C. WESOLOWSKI 30 North Lasa (18-Street Suite 4020 Chicago, Illinois 60602

96017665

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JUNIOR MORTGAGE 7604 349

CONTRACT NUMBERORS

The was the state of the artificial 1768 : 01 % 96-299776 304 - 000 - 1810908

This cortgage made and entered into this 19th day of April, 1996, by and between ALY M. AQEL* (hereinafter referred to as mortgagor) and ARCHER BANK (hereinafter riferred to as mortgages), which maintains an office and place of MARRIED TO SANNE AGEL. Chirago IS 111 1 not 80632 PROPERTY TO EITHER PARTY.

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 pulldings, 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 snumbrated 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 anywist appertaining, and the reversion and reversions, remainder and remainders, all sights 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 bereunder). To have and to hold the same unto the mortgages and the successors in interest of the mortgages forever in fee simple or such other estate, if any, 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 n'aself and his successors in interest to warrant and defend the title aforesaid charato and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure (i) the payment of a promissory note dated April 19, 1996 in the principal sum of \$260,000.00, signed by mortgagor and Yvonne Agel in accordance with a Construction Loan Agreement of even date executed by mortgagor and Yvonne Agel, on the one hand, and mortgages, on the other hand; and (ii) the repayment of any future advance, with interest thereon, made by mortgagee to mortgagor prior to release of this mortgage, which advance is evidenced by a promissory note or guaranty of a promissory note stating that it is secured hereby. Said notes and/or quaranties are herein called the "Indebtedness Hereby Secured". At no time shall the principal amount of the Indebtedness Hereby Secured, not including the sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Motes identified in this paragraph, plus One Million (\$1,000,000.00) pollars.

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Property of Cook County Clark's Office