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2000-12-29 11:48:10

Cook County Recorder

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Mortgage

This Mortgage is given on August 21, 2000 by John L. and Heather L. Hester, residing at 1332 W. George St., Chicago, Illinois, 60657 ("Mortgagors"), to Thomas and Nancy Hester, residing at 10 E. Schiller, Chicago, Illinois, 60610, ("Mortgagees").

Mortgagors are indebted to Mortgagees in the principal sum of \$200,000, payable as provided in a certain note dated August 21, 2000. The terms and conditions of such note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

LOT 6 IN THE RESUBDIVISION OF LOTS 40 TO 46, BOTH INCLUSIVE OF BLOCK 8 IN WILLIAM LILL AND THE HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1332 West George Street, Chicago, Illinois, 60657.

Parcel ID# 14-29-122-023-0000

Subject to: A first mortgage to the Northern Trust Company, dated August 21, 2000.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage, and;

If any payment required under such note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this

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Mortgage or such note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[Signature]
John L. Hester

[Signature]
Heather L. Hester

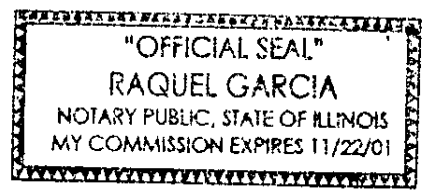
In Chicago IL, on the 28 day of DEC, 2000 before me, a Notary Public in and for the above state and county, personally appeared John L. Hester and Heather L. Hester, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such persons acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

[Signature]
NOTARY PUBLIC

Mail to:
John Hester
1332 W. George St
Chicago, IL
60657

My Commission Expires: 11/22/2001

(SEAL)



Prepared by: John Hester