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THIS INSTRUMENT, made May 2 19 94, between
Jennifer Sue Cohen and Jason J. Canel

334 Surfside, Glencoe, Illinois
(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and James H. Canel and
Judith F. Canel
10 S. LaSalle St. 3420, Chicago, IL 60603.
(NO AND STREET) (CITY) (STATE)

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Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the promissory note of even date herewith, in the principal sum of One Hundred Twenty-eight Thousand Four Hundred Eighty-seven & 85/100 DOLLARS (\$ 128,487.85), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of May 2024 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Canel and Hale, Ltd, 10 S. LaSalle Street-Suite 3420, Chicago, Illinois, 60603

NOW, THEREFORE, the Mortgagors, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See legal description attached hereto and made a part hereof as Exhibit A.

COOK COUNTY, ILLINOIS
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which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 20-11-428-029

Address(es) of Real Estate: 1454 East 55th Street, Chicago, Illinois 60615

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, madot beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Jennifer Sue Cohen and Jason J. Canel

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand, S and seal, S, of Mortgagors the day and year first above written

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Jennifer Sue Cohen (Seal) _____ (Seal)

Jason J. Canel (Seal) _____ (Seal)

State of Illinois, County of _____, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jennifer Sue Cohen and Jason J. Canel

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as Notary Public, State of Illinois, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Commission Expires _____

Commission expires 1-25 2nd day of May 19 95
Laura Zuraitis Notary Public

This instrument was prepared by Alzheimer & Gray, 10 S. Wacker Dr., #4000, Chicago, IL 60606

Mail this instrument to Alzheimer & Gray, 10 S. Wacker-Suite 4000, Chicago, IL 60606
Attention: Mindy L.

(City) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 6

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois, deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgaged or debt secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee, it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of a lien in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax levied or becomes due in respect of the issuance of the note hereby secured the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors hereby covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee, its assigns or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of and interest on the note and on the principal payments as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises in good repair, free from damage by fire, lightning and windstorm under policies providing for payment by the insurance company of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all its company's outgoings to the Mortgagee under instance policies payable, in case of loss or damage, to Mortgagee, such right to be extended to the Mortgagee by endorsement to be attached to each policy, and shall deliver all policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, complete or settle any tax lien or other prior lien or title or claim, lien or title or redemptions from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Fraction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may disseminate according to any bill, statement or estimate procured from the appropriate public office which it inquires into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated) as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches, and extractions, title insurance policies, Torrens certificates, and similar data and assurances with respect to title in Mortgagee may deem to be reasonable, may say either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or (b) any proceeding, including probate or (c) preparations for the commencement of any suit for the foreclosure hereof, after accrual of such indebtedness, whether or not actually commenced, or (d) preparations for the defense of any actual or threatened suit or proceeding which may be commenced by the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, admitted as that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without the consent or involvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (1) The indebtedness secured hereby, or by any device foreclosing this mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale, and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense, which could not be proved and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times, and access thereon shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assert to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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EXHIBIT "A"

PARCEL 1:

THE WEST 19.667 FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THAT PART OF THE TRACT HEREINAFTER DESCRIBED LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT THROUGH A POINT ON SAID SOUTH LINE 185.496 FEET EAST OF THE SOUTHWEST CORNER THEREOF; SAID TRACT BEING THAT PART OF LOT 12 DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 366.795 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 54.50 FEET TO THE LOT CORNER; THENCE WEST 65.865 FEET TO THE LOT CORNER; THENCE NORTH 20.00 FEET TO THE LOT CORNER; THENCE WEST 150.469 FEET TO THE LOT CORNER; THENCE CONTINUING WEST ALONG THE PROLONGATION OF THE LAST LINE TO A POINT ON THE WEST LINE OF SAID LOT 12; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING ALL IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 1, BEING A CONSOLIDATION OF PARTS OF VARIOUS SUBDIVISIONS AND RESUBDIVISIONS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 11 AND THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1959 AS DOCUMENT NUMBER 17473437 AND REGISTERED IN REGISTRARS OFFICE ON MARCH 10, 1959 AS DOCUMENT NUMBER LR 1848420 IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE THE EASEMENTS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 18472958 AND FILED WITH THE REGISTRAR OF TITLES AS DOCUMENT LR2027383 AND ALL RIGHTS PROVIDED FOR IN SAID DECLARATION.

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