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2000-09-11 12:30:35  
Cook County Recorder 23.00

**.REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

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00702710

Property of Cook County Clerk's Office

# 82996

THIS INDENTURE, WITNESSETH, That Jose Hernandez and Eloina Hernandez, husband and wife, Tenants by the Entirety Mortgagor(s), of Cook County, State of Illinois, hereby convey and warrant to Banco Popular NorthAmerica a corporation duly organized and existing under the laws of the State of Illinois, Mortgagee, of Cook County, State of Illinois, for the sum of Twelve Thousand Two Hundred Twenty Eight and 72/100\*\*\*\* Dollars, for the following described real estate in Cook County, of Illinois.

Lot 38 in Block 1 in Feinberg's 26<sup>th</sup> Street Subdivision being a Subdivision of Block 2 in Steel's Subdivision of the Southeast quarter and the East half of the Southwest quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 16-26-405-036

Property Address: 2638 S. Spaulding Ave., Chicago, IL 60623

Cook County

The said Mortgagor(s) covenant and agree with the said Mortgagee that they are legal owners of above described real estate and do hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, to said Mortgagee.

This mortgage is given to secure the indebtedness of a note of even date in the amount of \$12,228.72 re-payable In 84 equal monthly installments of \$145.58 each beginning on the 18<sup>th</sup> of September 20 00 as executed by Jose Hernandez and Eloina Hernandez, husband and wife, Tenants by the Entirety Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

**BOX 22**

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## REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER

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The said Mortgagor(s) agree to pay all taxes and assessments on said property and insure the property against direct loss or damage occasioned by fire; and upon Mortgagors failure to do so the owner of the above indebtedness may pay same and add the amounts thereof to the indebtedness due.

The said Mortgagor(s) agree to pay all reasonable attorney's fees, costs, and expenses, including expenses of obtaining evidence of title and appraisals incurred by Mortgagee in the event of foreclosing this mortgage.

In Witness Whereof the said Mortgagor(s) have hereunto set their hand(s)

this day of July 28, A.D. ~~18~~ 2000

By: *Jose Hernandez* By: \_\_\_\_\_  
Jose Hernandez

By: *Eloina Hernandez* By: \_\_\_\_\_  
Eloina Hernandez

STATE OF ILLINOIS, County of Cook, SS.

I, the undersigned, a Notary Public in and for said county and State aforesaid, do hereby certify that Jose and Eloina Hernandez personally known to me to be the same person(s) whose name(s) sub-scribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as a free and voluntary act, for then uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND SEAL THIS 28th DAY OF July, ~~18~~ 2000



*Marlene E Salerno*

NOTARY PUBLIC

THIS DOCUMENT WAS DRAFTED BY Liliana Ortiz

BANCO POPULAR, ILLINOIS

2525 N. KEDZIE BLVD.

CHICAGO, IL. 60647

BOX 22