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2000-09-14 12:34:16  
Cook County Recorder 23.00



**.REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

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# 82242

THIS INDENTURE, WITNESSETH, That Joseph Stith and Carolyn Stith, husband and wife, Joint Tenants Mortgagor(s), of Cook County, State of Illinois, hereby convey and warrant to Banco Popular North America 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 Fifteen Thousand Ninety Three and 00/100\*\*\*\*Dollars, for the following described real estate in Cook County, of Illinois.

Lot 4 in Block 7 in Mackler Highlands, a Subdivision of the Southwest quarter of the Southwest quarter of Section 17, Township 35 North, Range 14, East of the Third Principal Meridian, in City of Chicago Heights, ~~Cook County~~, and State of Illinois.  
County of Cook

P.R.E.I.#: 32-17-308-003

Property Address: 219 Memorial Dr., Chicago Heights, IL 60411 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 \$15,093.00 re-payable In 108 equal monthly installments of \$139.75 each beginning on the 17<sup>th</sup> of August 20 00 as executed by Joseph Stith and Carolyn C. Stith, husband and wife, Joint Tenants Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

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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 April 27, A.D. 2000

By: [Signature]  
Joseph Stith

By: [Signature]  
Carolyn Stith

By: \_\_\_\_\_ By: \_\_\_\_\_

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 ~~Joseph and Carolyn Stith~~ 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 27th DAY OF April, 2000



[Signature]  
NOTARY PUBLIC

**THIS DOCUMENT WAS DRAFTED BY** Liliana Ortiz  
BANCO POPULAR NorthAmerica  
2525 N. KEDZIE BLVD.  
CHICAGO, IL. 60647

**BOX 22**