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2000-10-10 11:45:33
Cook County Recorder 23.00



**.REAL ESTATE
MORTGAGE
WITH HOMESTEAD
WAIVER**

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Property of Cook County Clerk's Office

83482

THIS INDENTURE, WITNESSETH, That James Cail and Rosie M. Cail, husband and wife, Tenants in Common 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 Twenty Thousand Six Hundred Sixty One and 60/100**** Dollars, for the following described real estate in Cook County, of Illinois.

Lot 33 in Block 30 in Southfield being a Subdivision of Blocks 17 to 19, 22 to 24, 26 to 32 in James Stinson's Subdivision of East Grand Crossing in the Southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 20-25-329-009

Property Address: 7829 S. Constance Ave., Chicago, IL 60649

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 \$20,661.60 re-payable In 120 equal monthly installments of \$172.18 each beginning on the 13th of October 20 00 as executed by James Cail and Rosie M. Cail, husband and wife, Tenants in Common 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 August 25, A.D. 2000

By: X JAMES CAIL By: X ROSIE M. CAIL
JAMES CAIL ROSIE M. CAIL

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 JAMES CAIL + ROSIE M. CAIL 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 25 DAY OF AUGUST, 2000



[Signature]
NOTARY PUBLIC

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

BOX 22