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2000-11-16 11:09:47  
Cook County Recorder 23.00

**REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

Page 1



loan#84171

THIS INDENTURE, WITNESSETH, That Fugaras Piele and Elene piele, husband and wife, Tenants by the Entirety 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 Sixteen Thousand Five Hundred Seventy Eight and 00/100 \*\*\*\* Dollars, for the following described real estate in Cook County, of Illinois.

Lot 10 in Oakton Trust Subdivision of the South 1/9 of the Southwest quarter of the Southeast quarter and the South 16 feet of the East 90 feet of the North half of the South 7/9 of the said Southwest quarter of the Southeast quarter of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 10-24-428-013

Property Address: 1705 W. Oakton St., Evanston, IL 60202

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 \$16,578.00 re-payable In 120 equal monthly installments of \$138.15 each beginning on the 10<sup>th</sup> of November 20 00 as executed by Fugaras Piele and Elene Piele, 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

Page 2

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 they hand(s)

this day of June 1, A.D. 2000

By: X Elene Piele  
Elene Piele

By: X Fugaras Piele  
Fugaras Piele

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

Elene and Fugaras Piele 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 1st DAY OF June, 2000



Marlene E Salerno

NOTARY PUBLIC

**THIS DOCUMENT WAS DRAFTED BY** Liliana Ortiz

BANCO POPULAR NorthAmerica  
2525 N. KEDZIE BLVD.  
CHICAGO, IL. 60647

**BOX 22**

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