UNOFFICIAL COMPANY 53 801 Page 1 of

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Cook County Recorder

23.00

.REAL ESTATE **MORTGAGE** WITH HOMESTEAD WAIVER Page 1



8,3556

Open T THIS INDENTURE, WITNESSETH, That Michael Brayton and Jennifer Brayton, 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 Thirteen Thousand Eight Hundred Forty Five and 00/100\*\*\*\*Dollars, for the following described real estate in Cook County, of Illinois.

The South 33 1/3 feet of Lot 6 in Block 4 in John J. Rutherfords Addition to Chicago being a Subdivision of the North half of the South half of the Northeast quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 12-36-220-034

Property Address: 2100 N. 73rd Ct. Elmwood Park, IL. 60707

Cook County

The said Mortgagor(s) convenant 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 viduo 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 \$13,845.00 re-payable in 60 equal monthly installments of \$230.75 each, beginning on the 12th of October 20 00 as executed by Michael Brayton and Jennifer Brayton, Tenants by the Entirety Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

**BOX 22** 

## **UNOFFICIAL COPY**

## 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 Mortgager(s) agree to pay all reasonable attorney's fees, costs, and expenses, including expenses of obtaining evidence of title and appraisals incurred by Mortgages in the event of foreclosing this mortgage. hand(s) 100K STATE OF ILLINOIS, County of I, the undersigned, a Notary Public in and for said county and State aforesaid, do hereby certify that MICHAEL & JENNIFER BRAYTON 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 4TH DAY OF APIZIL, IS 2000 **NOTARY PUBLIC** 

Liliana Ortiz

BANCO POPULAR, ILLINOIS 60210600 2525 N. KEDZIE BLVD.