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2001-08-01 12:00:28

Cook County Recorder 25.00

**REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

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10350075

THIS INDENTURE, WITNESSETH, That Chicago Title Land Company, Trustee, Trust No. 1108733 DTD: 8-18-00 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 Six Hundred Sixty Three Dollars and 44/100\*\*\* Dollars, for the following described real estate in Cook County, of Illinois.

Lots 138 and 139 in the Subdivision of 17.117 acres lying South of the Baltimore and Ohio Railroad in the Northwest quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 21-31-110-013

Property Address: 8053 South Essex Chicago Illinois 60617 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 \$13,663.44 re-payable in 83 equal monthly installments of \$162.66 each beginning on the 2<sup>nd</sup> of August 2001 as executed by Chicago Title Land Trust Company, Trustee, Trust No. 1108733 DTD: 8-18-00 Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

BOX 22

**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 4th June A.D. ~~2000~~ 2001

By: (Signature) CHICAGO TITLE LAND TRUST COMPANY  
SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE By: \_\_\_\_\_

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 Chicago Title Land Trust Company 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 \_\_\_\_\_ 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 June DAY OF 4th, 2001

NOTARY PUBLIC

THIS DOCUMENT WAS DRAFTED BY Damaris Delgado  
BANCO POPULAR, ILLINOIS  
2525 N. KEDZIE BLVD.  
CHICAGO, IL. 60647

Box 22

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1108733 ATTACHED TO AND MADE A PART OF THE REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER DATED 6-26-01, TO BANCO POPULAR.**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: JUNE 29, 2001

CHICAGO TITLE LAND TRUST COMPANY, as Trustee  
Under Trust No. 1108733

By: Sheila Davenera  
Assistant Vice President

Attest:  
By: John R. Bob  
Assistant Secretary



State of Illinois  
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JUNE 29, 2001

.....  
"OFFICIAL SEAL"  
CAROLYN PAMPENELLA  
Notary Public, State of Illinois  
My Commission Expires 9/21/03  
.....

Carolyn Pampenella  
NOTARY PUBLIC