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Cook County Recorder 23.50

**.REAL ESTATE
MORTGAGE
WITH HOMESTEAD
WAIVER**
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Agent# 10352440

THIS INDENTURE, WITNESSETH, That Williams Torres and Xiomara Torres, husband and wife, Tenants by 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 Ten Thousand Nine Hundred Sixty Eight Dollars and 00/100****Dollars, for the following described real estate in Cook County, of Illinois.

Lot 97 in Mills and Sons Meadowcreek Subdivision, a Subdivision of the South 3/8 of the East half of the Northeast quarter and that part of the East half of the Southeast quarter (except the West half of the West half thereof) lying North of Lake Street all in Section 5, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 15-05-210-011

Property Address: 1617 North 43rd Avenue, Stone Park, IL 60135 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 \$10,968.00 re-payable in 59 equal monthly installments of \$182.80 each beginning on the 18th of November 2001 as executed by Williams Torres and Xiomara Torres, husband and wife, Tenants by Entirety 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 March 8th, A.D. 2001.

By: X Williams Torres By: X Xiomara Torres

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 Williams + Xiomara Torres 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 8th DAY OF March, 2001



Marlene E Salerno
NOTARY PUBLIC

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

BOX 22