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2001-10-26 12:59:07
Cook County Recorder 23.00

**.REAL ESTATE
MORTGAGE
WITH HOMESTEAD
WAIVER**

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Acct# 10352167

THIS INDENTURE, WITNESSETH, That Victor M. Vargas and Esperanza Vargas, his wife, Joint Tenants 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 Ten Thousand Seven Hundred Sixty Six Dollars and 40/100****Dollars, for the following described real estate in Cook County, of Illinois.

Lot 33 in Block 3 in William E. Hatterman's Milwaukee Avenue, a Subdivision of Lots 15 and 16 in Brands Subdivision of the Northeast ¼ of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 13-26-225-041

Property Address: 3500 West Diversey Chicago, IL 60647 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 \$10,766.40 re-payable in 59 equal monthly installments of \$179.44 each beginning on the 27th of October, 2001 as executed by Victor M. Vargas and Esperanza Vargas, his wife, Joint Tenants Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

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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 Aug 15th A.D. 2001

By: X Victor M. Vargas By: X ESPERANZA VARGAS

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 Victor M. + Esperanza Vargas 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 15th DAY OF Aug 2001



Marlene E Salerno
NOTARY PUBLIC

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

BOX 22