

UNOFFICIAL COPY 0020179295

1873/0169 50 001 Page 1 of 2  
2002-02-13 16:08:58  
Cook County Recorder 23.00

**.REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

Page 1



0020179295

Acct # 10355086

THIS INDENTURE, WITNESSETH That Danilo A. Herrera and Katheryn E. Herrera, 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 Eleven Thousand Three Hundred Thirty Dollars and 76/100ths Dollars, for the following described real estate in Cook County, of Illinois.

Lot 61 in Hulbert Fullerton Avenue Highland's Subdivision No. 4, being a Subdivision in the West half of the Southeast quarter of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 13-28-421-011

Property Address: 5029 West Deming, Chicago, IL 60639 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 \$11,330.76 re-payable in 83 equal monthly installments of \$134.89 each beginning on the 19<sup>th</sup> of February 2002 as executed by Danilo A. Herrera and Katheryn E. Herrera, Husband and Wife, Tenants by the Entirety Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

**BOX 22**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER

Page 2

0020179295

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 15, A.D. 2002

By: Daniel A. Herrera By: \_\_\_\_\_

By: Kathryn E. Herrera 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 Daniel A. Herrera and Kathryn E. Herrera 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 15 DAY OF Jan, 2002



Gregg Cerino  
NOTARY PUBLIC

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

BOX 22