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Cook County Recorder 23.00

**.REAL ESTATE
MORTGAGE
WITH HOMESTEAD
WAIVER**

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10355344

THIS INDENTURE, WITNESSETH, That Carlos Rios and Maria Elena Rios, his wife, Cesar Rios and Luciano Rios, 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 Nine Thousand Six Hundred Thirty Nine Dollars and 00/100**** Dollars, for the following described real estate in Cook County, of Illinois.

Lot 41 in Block 1 in the Subdivision of Blocks 1, 2, 3 and 4 in Johnston and Cox's Subdivision of the Southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 13-36-319-006

Property Address: 1745 North Whipple, 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 \$9,639.00 re-payable in 83 equal monthly installments of \$114.75 each beginning on the 11th of March 2002 as executed by Carlos Rios and Maria Elena Rios, his wife, Cesar Rios and Luciano Rios, Joint Tenants 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 Free hand(s)

this day of 1-13, A.D. ~~16~~ 2002

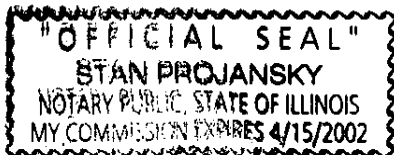
By: Cesar Rios By: Luciano Rios

By: Maria Elena Rios By: Carlos Rios

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 Cesar Rios, Luciano Rios, personally known to me to be the same person(s) Maria Elena, Carlos Rios 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 13th DAY OF Jan, ~~200~~ 2002



Stan Projansky
NOTARY PUBLIC

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

BOX 22