

# UNOFFICIAL COPY

**.REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

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Doc#: 0530739083 Fee: \$26.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/03/2005 02:50 PM Pg: 1 of 2

THIS INDENTURE, WITNESSETH, That Victor Hernandez and Magdalena Hernandez, Joint Tenants in Common 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 Seven Thousand Five hundred Seventy Six 22/100\*\*\*\*Dollars, for the following described real estate in Cook County, of Illinois.

Lot 26 and the North 6.02 feet of Lot 27 in Block 1 in Race's Subdivision of the East ½ of the Northwest ¼ of the Northeast ¼ and the West ½ of the Northeast ¼ of the Northeast ¼ of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #: 13-23-205-021

Property Address: 3907 North Christiana Avenue, Chicago, Illinois 60618

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 \$7,576.22 re-payable in 84 equal monthly installments of \$118.04 each beginning on the 12<sup>th</sup>

Of November 2005 as executed by Magdalena Hernandez Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

**BOX 22**

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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 SEPTEMBER 12, A.D. 2005

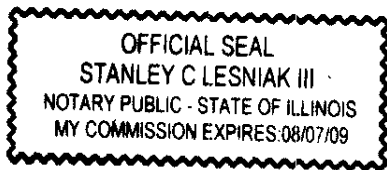
By: Magdalena Hernandez By: Victor Hernandez

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 MAGDALENA + VIKTOR HERNANDEZ 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 12TH DAY OF SEPTEMBER 2005



Stanley C Lesniak III  
NOTARY PUBLIC

THIS DOCUMENT WAS DRAFTED BY \_\_\_\_\_

BANCO POPULAR North America  
2525 N. KEDZIE BLVD.  
CHICAGO, IL. 60647

BOX 22