

11/16/98 10:00 AM  
**UNOFFICIAL COPY**

**REAL ESTATE  
MORTGAGE  
WITH HOMESTEAD  
WAIVER**

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98177088

COOK COUNTY CLERK'S OFFICE  
Cook County Recorder 03/00

THIS INDENTURE, WITNESSETH, That Gequitter M. Barry and Joaquin K. Barry (J) Mortgagor(s), of Cook County, State of Illinois, hereby convey and warrant to Banco Popular, Illinois, 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 Fourty Six Thousand Three Hundred Thirty Six And 32/100-----Dollars, for the following described real estate in Cook County, State of Illinois.

Lot 21 (except the North 20 feet thereof) and all of Lot 22 and the North 10 feet of lot 23 in Block 5 in East Washington Heights, being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #: 25-09-108-086

Property Address: 9652 S. Emerald Ave., Chicago

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 \$ 46,336.32 re-payable in 144 equal monthly installments of \$321.78 each, beginning on the 16th day of February 1998 as executed by Gequitter M. Barry and Joaquin K. Barry (J) Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

**BOX 22**

**REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER**

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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 November 4th, A.D. 19 97

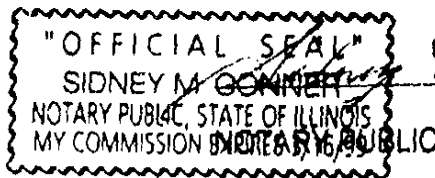
X By: Gequitter M. Barry By: \_\_\_\_\_  
Gequitter M. Barry

X By: Joaquin K. Barry By: \_\_\_\_\_  
Joaquin K. Barry

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 Gequitter M. Barry and Joaquin K. Barry (J) 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 4th DAY OF November, 1997



S. Gonnert

THIS DOCUMENT WAS DRAFTED BY Janet L. Rosch

BANCO POPULAR, ILLINOIS  
2525 N. KEDZIE BLVD.  
CHICAGO, IL. 60647

**BOX 22**

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