UNOFFICIAL COP\$9703048

REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER

Page 1

1999-07-23 11:34:27 Cook County Recorder 23.00



113376

THIS INDENTURE, WITNESETH, That, Adelfino Arellano and Margarita Arellano, husband and wife, as joint tenants(J) Mortgagor (s), of Cock 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 Thirty Three Thousand Sixty Dollars and 00/100\*\*\*\*, for the following described real estate in Cook County, State of Illinois

Lot 50 in Thomasson's Fifth Ravenswood Addition to Clicago, being a subdivision of the West ½ of the East ½ of East ½ of West ½ of Block 21 and 28 in Jackson's Subdivision of the South East ¼ of Section 11 and the South West ¼ of Section 12, all in Township 40 North, Range 13, Lying East of the Third Principal Meridian in Cook County, Illinois.

P.R.E.I.#: 13-11-431-010

Property Address: 4827 N. Sawyer

Chicago, IL 60625

Cook County

The said Mortgagor(s) convenant and agree with the said Mortgagee that they are legal covners of above described real estate and do hereby release and waive all rights under and by virtue of the Flornestead 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 \$33,060.00 re-payable in 120 equal monthly installments of \$275.50 each, beginning on the 6th day of November 1998 as executed by Adelfino Arellano and Margarita Arellano, husband and wife, as joint tenants (J) Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void.

UNOFFICIAL COPY 703048 Page 2 of 2

## REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER

Page 2

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. THEIR In Witness Whereof the said Mortgagor(s) have hereunto set hand(s)  $_{\text{A.D.}}$  19 93this day of By: Cook STATE OF ILLINOIS, County of .SS. I, the undersigned, a Notary Public in and for said county and State aforesaid, do hereby certify that ELFIND HZELLANO 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 signed, sealed and delivered said instrument as a five 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 DAY OF OFFICIAL SEAL RAMON R PEDRO NOTARY PUBLIC STATE OF ILLINOIS **NOTARY PUBLIC** 

THIS DOCUMENT WAS DRAFTED BY Nati Simental

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

**BOX 22**