

UNOFFICIAL COPY

SECOND LIEN MORTGAGE

Prepared By and when Recorded Mail To:
Wells Fargo Home Mortgage/Bond Admin.
100 S. 5th Street, Suite 2000
Minneapolis, MN 55402

GIT

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2000-06-08 09:59:54
Cook County Recorder 25.50



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Space above this line reserved for Recorder's
Use only

Know all men by these presents:

That Carlos I. Medrano and Christine M. Medrano, Husband and Wife
hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages and
warrants, to Bank One Trust Company, N.A., as Trustee, hereinafter called Mortgagee, and as
assignee of the Illinois Development Finance Authority, whether one or more, the following
described real estate and premises situated in the Program Area, as defined in the Origination and
Servicing Agreement by and among the Authority, the Servicer and the various Lenders, to-wit:

Commonly Known As: 5136 Hawthorne Avenue, Berkeley, IL. 60163
P.i.n.: 15-08-115-053, 15-08-115-054, 15-08-115-055, 15-08-116-033
Legal Description: See Attached

with all the improvements hereon and appurtenances thereunto belonging; and warrant the title to
the same, subject to a prior lien evidenced by a first mortgage from the Mortgagor to be
executed contemporaneously herewith. Mortgagee and Mortgagor acknowledge and agree that
this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and
conditions of the first Mortgage and to all advances heretofore made or which may hereafter be
made pursuant to the first Mortgage including all sums advanced for the purpose of (a) protecting
or further securing the lien of the first Mortgage, curing defaults by the Mortgagor under the first
Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) constructing,
renovating, repairing, furnishing, fixturing or equipping the Property. In the event of a
foreclosure or deed in lieu of foreclosure of the first Mortgage, any provisions herein or any
provisions in any other collateral agreement restricting the use of the Property to low or moderate
income households or otherwise restricting the Mortgagor's ability to sell the Property shall have
no effect on subsequent owners or purchasers of the Property. Any person, including his
successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), receiving
title to the Property through a foreclosure or deed in lieu of foreclosure of the first Mortgage
shall receive title to the Property free and clear from such restrictions.

This Mortgage is given to secure the payment of the principal sum of \$ 6662.00,
bearing interest at the rate of 8.875 % per annum, according to the terms of a certain Second Lien

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Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 1st day of August, 2000, as provided by the Second Lien Note.

The Note secured by this Mortgage has a maturity of 20 years. The Note and Mortgage and all sums due thereunder securing the property will be accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage note. The Note and Mortgage are not assumable.

In the event the Mortgagor defaults in the payment of said indebtedness, or fails to perform the other covenants and agreements hereof, the Mortgagee may foreclose this Mortgage, as provided by law; and as often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay to the Mortgagee a sum equal to the amount of attorney's fees incurred in collecting the amounts due hereunder, in addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said indebtedness and the performance of other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void.

The Mortgagor, in event of a foreclosure hereunder, hereby waives appraisalment of said premises, or not, at the option of the Mortgagee. Mortgagee will give the senior lien holder written notice of default and prior written notice of acceleration under this Mortgage.

Mortgagee's rights to collect and apply any insurance proceeds hereunder shall be subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the first Mortgage.

Signed and Delivered this 2nd day of June, 2000.

Carlos I. Medrano

Carlos I. Medrano

Christine M. Medrano

Christine M. Medrano

STATE OF ILLINOIS

COUNTY OF Coal

SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2 day of June, 2000, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public



EXHIBIT "A"

PARCEL 1: LOTS 321 (EXCEPT THE WEST 133.55 FEET THEREOF) AND THAT PART OF LOT 322 (EXCEPT THE WEST 133.5 FEET THEREOF) LYING SOUTH OF A LINE RUNNING FROM A POINT IN THE WEST LINE OF FRACTIONAL SECTION 8, HEREINAFTER DESCRIBED: 1,899.35 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE INDIAN BOUNDARY LINE TO A STONE IN THE INDIAN BOUNDARY LINE 1,680.21 FEET MORE OR LESS NORTH OF THE INTERSECTION OF THE INDIAN BOUNDARY LINE WITH THE NORTH RIGHT OF WAY OF CHICAGO AND GREAT WESTERN RAILWAY COMPANY IN J. W. MCCORMACK'S WESTMORELAND, BEING A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 39 RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 323 (EXCEPT THE NORTH 10 FEET AND EXCEPT THE WEST 133.55 FEET) AND LOT 322 (EXCEPT THE WEST 133.55 FEET) AND LOT 321 (EXCEPT THE WEST 133.55) AND (EXCEPT THAT PART OF LOTS 323 AND 322 LYING EAST OF A LINE DESCRIBED AS FOLLOWS: BEING AT A POINT ON THE LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 38 IN E. A. CUMMINGS AND COMPANY'S GARDEN HOME ADDITION, BEING A SUBDIVISION IN FRACTIONAL SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE SAID POINT BEING 241.55 FEET WEST OF THE EAST LINE OF SAID LOT 38 THENCE NORTH PARALLEL TO EAST LINE OF SAID LOT 38 TO SOUTH LINE OF NORTH 10 FEET OF LOT 323) IN J. W. MCCORMACK'S WESTMORELAND A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 39 RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 38 (EXCEPT THE SOUTH 33 FEET) LYING WEST OF EAST 241.55 FEET (AS MEASURED ON SOUTH LINE) IN E. A. CUMMINGS AND COMPANY'S GARDEN HOME ADDITION, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 8 AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, AFORESAID SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF BUTTERFIELD ROAD (EXCEPT A RIGHT OF WAY OF MINNESOTA AND NORTHWESTERN RAILROAD COMPANY AND AURORA, WHEATON AND CHICAGO RAILROAD) TOWNSHIP 39 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.