

383 1134629

UNOFFICIAL COPY

SECOND LIEN REAL ESTATE MORTGAGE **00045315**

9244/0025 16 001 Page 1 of 2
2000-01-19 10:45:00
Cook County Recorder 43.00

When Recorded Mail To:
Commonwealth United Mortgage
1251 North Plum Grove Rd # 130
Schaumburg, Illinois 60173

#2

LOAN # 0009643521

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY



BOX 260

KNOW ALL MEN BY THESE PRESENTS:

ARTURO GALLEGOS MARRIED TO ALICIA GALLEGOS AND JOEL GALLEGOS A SINGLE MAN
hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, and warrants,
to The Illinois Development Finance Authority, hereinafter called Mortgagee, 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 various Lenders, to wit:

(include PI number, address of property and legal description)

Lots 13 and 14 in Block 80 in Melrose, a subdivision of
Section 3 and 10, Township 29 North, Range 12, East of the
Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 15-03-415-015-0000
PERMANENT INDEX NUMBER: 15-03-415-026-0000

1206 N. 16TH MELROSE PARK, IL. 60160

With all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the
same, subject to prior lien evidenced by a mortgage from the Mortgagor to be executed
contemporaneously herewith.

This mortgage is given to secure the payment of the principal sum of \$ 6,949.52, bearing
interest at the rate of 0% per annum according to the terms of a certain Second Lien Real Estate Note of
even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 5TH
day of JANUARY, 2010 as provided by the Second Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of ten years, but will be forgiven to
the extent of twenty percent (20%) of the original principal amount on the fifth anniversary of the
Mortgage Loan closing date; an additional twenty percent (20%) of the original principal amount on the
sixth anniversary of the Mortgage Loan closing date; and twenty percent (20%) of the original principal
amount on the seventh anniversary of Mortgage Loan closing date; twenty percent (20%) of the original
principal amount on the eighth anniversary of the Mortgage Loan closing date. This Mortgage will be
fully forgiven on the tenth (10th) anniversary of the Mortgage Loan closing date. Unless the obligations
under the Note are assumed by a transferee of the residence qualified in the option of the Servicer of the
Mortgage Loan to assume such obligations, the Note and Mortgage securing the property will be
accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage
note within ten years of the Mortgage Loan closing date.

ATGF, INC

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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 ten percent (10%) of the amount due as attorney's fees, 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.

SIGNED AND DELIVERED this 5th day of JANUARY ~~19~~ 2000

Alicia Gallegos
ALICIA GALLEGOS is signing
this mortgage solely for the
purpose of waiving homestead rights

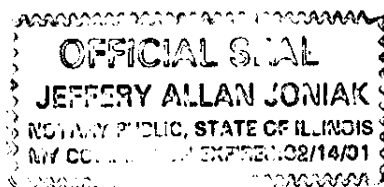
Arturo Gallegos
ARTURO GALLEGOS

Joel Gallegos
JOEL GALLEGOS

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

5 ~~th~~ BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5 day of JAN, ~~19~~ 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.



Jeffery Allan Joniak
Notary Public

00045315