## UNOFFICIAL

1239/0871 50 001 Page 1 of

SECOND LIEN REAL ESTATE MORTGAGE County Recorder 43.58

When Recorded Mail To:

Commonwealth United Mortgage 1251 North Plum Grove Rd # 130 Schaumburg, Illinois 60173

LOAN # 0009975476

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

AGAPITO SALAS & FIDELA MENDOZA, HUSBOND & Wife 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 escate 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 P.1 muraber, address of property and legal description)

THE EAST 1/2 OF THE SOUTH 184.35 FEET OF THE NORTH 234.35 FEET OF THE WEST 90 FEET OF THE EAST 333 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS.

st \MERICAN TITLE order #

COMMONLY KNOWN AS: 10407 W. FULLTERON AVE. LEYDEN TOWNSHIP, IL. 60164 PIN # 12-32-201-019-0000

> 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 \$5,695.20, bearing interest at the rate of 0% per annum according to the terms of a certain Second Lien Real ristate Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 28TH 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.

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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 appraisement of said premises, or not, at the option of the Mortgagee.

SIGNED AND DELIVERED this 28TH day of JANUARY, 1990 2000

AÇAPITO SALAS

FID LA MENDOZA

COUNTY OF COUNTY

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 1992 personally appeared to me known to be incidentical person who enacted the within and foregoing instrument and acknowledged to me that executed the same as 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

"OFFICIAL SEAL"
DEBORAH A. KARL
Matary Public, State of Illinois
My Commission Expires 7/30/2000