

UNOFFICIAL COPY

0010268433

1302/0055 20 001 Page 1 of 2
2001-04-04 11:05:11
Cook County Recorder 23.00

1193183 9/4

BOX 370



0010268433

Prepared By and when Recorded Mail To:

CARLA SMITH
COLE TAYLOR BANK
5501 WEST 79TH STREET
BURBANK, ILLINOIS 60459

LOAN #0290039418

Space above this line reserved for Recorder's Use only

Know all men by these presents:

That WILLIAM W. THOMAS, JR. AND TAWANA N. THOMAS, 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:

LOT 33 IN BLOCK 11 IN NATIONAL HOME DEVELOPERS BEL AIRE PARK, A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO PLAT RECORDED MARCH 11, 1946, AS DOCUMENT NUMBER 13737958, IN COOK COUNTY, ILLINOIS.

PIN: 28-13-108-007

15325 AFTON DRIVE, MARKHAM, ILLINOIS 60426 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 \$ 4,210.00 bearing interest at the rate of 7.875 % per annum, according to the terms of a certain Second Lien

ATGF, INC.

2/54

UNOFFICIAL COPY

0010268433

Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 1ST day of APRIL, 2021, 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 23RD day of MARCH, 2001.

William W. Thomas, Jr.
WILLIAM W. THOMAS, JR

Lawana N. Thomas
LAWANA N. THOMAS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23RD day of MARCH, 2001, 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 use and purposes therein set forth.

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

Fredrika D Melone
Notary Public

