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2001-05-31 08:18:58
Cook County Recorder 47.50



0010458345

SECOND LIEN MORTGAGE

ANDREW P. MAGGIO JR. & ASSO.
ATTORNEY AT LAW
7824 W. BELMONT AVE.
CHICAGO, IL 60634
(773)625-7700

Prepared By and when Recorded Mail To:
Wells Fargo Home Mortgage, Inc.
Final Document Delivery
3601 Minnesota Drive, Suite 200
Bloomington, MN 55435

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Know all men by these presents:

That LILLIAN M. SMITH, A SINGLE PERSON
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: 1170 18TH STREET, BROADVIEW, ILLINOIS 60155

P.I.N.: 15-22-405-028-1070

Legal Description: See Attached



ATGF - Pro-OPTION Dept.
33 N. Dearborn, 2nd Floor
Chicago, IL 60602-3100

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 \$ 3082.75, bearing interest at the rate of 7.625 % 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 JULY, 2001, as provided by the Second Lien Note.

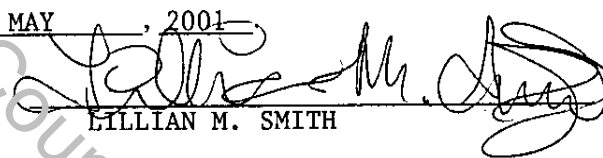
The Note secured by this Mortgage has a maturity of 20 years. The Note and Mortgage and all sums due thereunder securing the property will be accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage note. The Note and Mortgage are not assumable.

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.

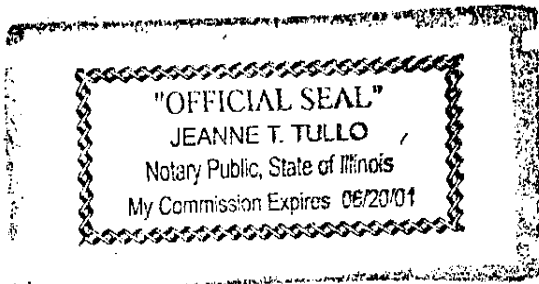
Signed and Delivered this 14TH day of MAY, 2001

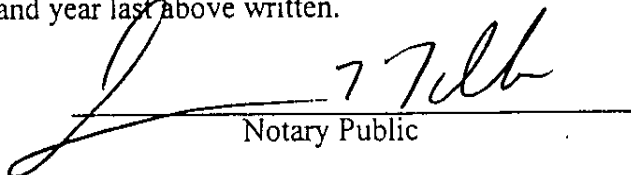

LILLIAN M. SMITH

STATE OF ILLINOIS)
COUNTY OF Cook) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of MAY, 2001, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that she executed the same as her 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

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OMC No.: 10349323

3. Legal Description:

UNIT 1170-2E IN TERRACE GARDEN CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 THROUGH 8, EXCEPT THAT PART OF LOT 8 LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 8, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF 18TH STREET, SAID POINT BEING 222.69 FEET EAST OF THE MOST WESTERLY CORNER OF SAID LOT 8 AS MEASURED ALONG THE NORTH LINE OF SAID LOT 8; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 95.77 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID LOT 8, IN SANS SOUCI RESUBDIVISION OF LOTS 20, 21, 22 AND 23 IN BLOCK 5 IN KOMAREK'S WEST 22ND STREET FOURTH ADDITION, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE ILLINOIS CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS SET FORTH IN APPENDIX D TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 25, 1997 AS DOCUMENT NUMBER 97-459984, TOGETHER WITH SAID UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER: 15-22-405-028-1070

Cook County Clerk's Office