

UNOFFICIAL COPY

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SECOND LIEN MORTGAGE 2002-03-12 12:51:08
Cook County Recorder 47.00



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

Space above this line reserved for Recorder's use only.

Know all men by these presents:

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That Regina L. Lee and Darrell Lee, 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: 6554 South Yale Avenue, Chicago, IL 60621

P.I.N.: 20-21-209-000

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 \$ \$5,423.35 bearing interest at the rate of 7.25 % per annum, according to the terms of a certain Second Lien

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BOX 333-CTI

7983703-D2-TMS (7 of 7)

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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 May, 2002, 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 4th day of March 2002

Regina L Lee
Regina L. Lee
Darrell Lee
Darrell Lee

STATE OF ILLINOIS)
COUNTY OF COOK) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of MARCH, 2002, 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.

Christie L Bauer
Notary Public



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STREET ADDRESS: 6554 SOUTH YALE AVENUE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 20-21-209-027-0000 ? 20-21-209-026-0000

LEGAL DESCRIPTION:

THAT PART OF LOTS 4 TO 7, TAKEN AS A TRACT, IN BLOCK 2 IN BARNUM GROVE IN SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 132.50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES, 00 MINUTES, 00 SECOND EAST ALONG SAID EAST LINE, 26.50 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 11 SECONDS WEST, 171.26 FEET TO THE EAST LINE OF THE WEST 16.00 FEET OF SAID TRACT; THENCE SOUTH 00 DEGREES, 00 MINUTES, 06 SECONDS EAST ALONG THE EAST LINE OF THE WEST 16.00 FEET OF SAID TRACT, 26.51 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 04 SECONDS EAST, 171.26 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CLERK OF COOK COUNTY Clerk's Office

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