

SECOND LIEN MORTGAGE

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2002-07-25 08:35:19

Cook County Recorder

epared By and when Recorded Mail To:

VIVERSAL MORIGAGE CORPORATION

44_NORTH-47TH STREET

ILWALKEE, WI 53203

COOK COUNTY RECORDER EUGENE "GENE" MOORE **ROLLING MEADOWS**

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Know all men by these present

That JAMES AND WILLIE MAE STANDORS, JUSEAND AND WIFE reinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages and irrants, to Bank One Trust Company, N.A., as Trustee, hereinafter called Mortgagee, and as signee of the Illinois Development Finance Authority, whether one or more, the following scribed real estate and premises situated in the Program Area, as defined in the Origination and rvicing Agreement by and among the Authority, the Servicer and the various Lenders, to-wit: LOT 4 IN CHARLES H. DOLTONS SUBDIVISION OF PART OF THE NORTHWIST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF CHICAGO AND THORNTON ROAD, IN THE VILLACE OF DOLTON, AND SITUATED IN THE COUNTY OF COOK, STATE OF IT LINDIS.

PERMANENT INDEX NUMBER: 29-03-101-005

hall the improvements hereon and appurtenances thereunto belonging; and warrant the title to same, subject to a prior lien evidenced by a first mortgage from the Mortgagor to be ecuted contemporaneously herewith. Mortgagee and Mortgagor acknowledge and agree that s Mortgage is subject and subordinate in all respects to the liens, terms, covenants and nditions of the first Mortgage and to all advances heretofore made or which may hereafter be de pursuant to the first Mortgage including all sums advanced for the purpose of tecting or further securing the lien of the first Mortgage, curing defaults by the Mortgagor ler the first Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) structing, renovating, repairing, furnishing, fixturing or equipping the Property. In the event a foreclosure or deed in lieu of foreclosure of the first Mortgage, any provisions herein or any visions in any other collateral agreement restricting the use of the Property to low or derate income households or otherwise restricting the Mortgagor's ability to sell the Property II have no effect on subsequent owners or purchasers of the Property. Any person, including successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), eiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first rtgage 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 \$6596.45 ring interest at the rate of 7.125% 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 first payment thereon being due on of before the day of september, as provided by the Second Lien Note.
The Note secured by this Mortgage has a maturity of 20 years. The Note and Mortgag 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 section hereby. Upon the due payment of said indebtedness and the performance of othe covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void.
The Morgagor, in event of a foreclosure hereunder, hereby waives appraisement of said premises, or not, at the option of the Mortgagee. Mortgagee will give the senior lien holde 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 12 day of July 2002.
JAMES STANDORS WILLIAM STANDORS WILLIAM STANDORS
STATE OF ILLINOIS)) ss
COUNTY OF _COOK
Before me, the undersigned, a Notary Public, in and for said County and State, on this 12 day of THIX 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 THER 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.
OFFICIAL SEAL DEBORAH KERR HARRIS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV. 15,2003