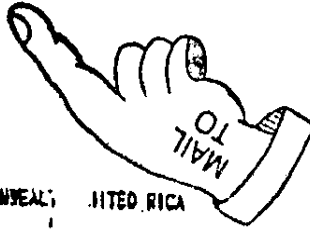


After Recording Return to:  
National City Mortgage Co.  
3232 Newmark Dr.  
Miami burg, OH 45342

UNOFFICIAL COPY 14259

2268/0001 54 001 Page 1 of 2  
2002-10-10 08:08:30  
Cook County Recorder 26.50



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MAY-01-00 07:34AM FROM-COMMONWEAL: HTED RICA

F-441

**SECOND LIEN MORTGAGE**

Prepared by and when Recorded Mail To:  
COMMONWEALTH UNITED MORTGAGE  
3800 WEST 96TH STREET 2ND FLOOR  
CHICAGO, IL 60671  
LN# 0000031155

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

Know all men by these presents:

That CESAR GUTIERREZ 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:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 2 IN BLOCK 11 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1918 S. 61ST AVENUE, CICERO, IL 60804  
PIN#: 16 20 326 023

with all the improvements hereon and appurtenances thereto belonging; and warrant the title to the same, subject to a prior lien evidenced by the 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, 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 57806.75 bearing interest at the rate of 9% per annum, according to the terms of a certain Second Lien

Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 1ST day of MAY OF 2020 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 proceeding 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 appraisal 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 1 day of MAY, 2009

CESAR V. V. [Signature]

STATE OF ILLINOIS }  
COUNTY OF Cook } ss

I Before me, the undersigned, a Notary Public, in and for said County and State, on this day of May, 2009, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

[Signature]  
Notary Public

