

EXHIBIT L

SECOND LIEN MORTGAGE



Prepared By and when Recorded Mail To:

AMY FEGAN  
27555 FARMINGTON ROAD  
FARMINGTON HILLS, MI 48334

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STSD13543 N/A  
20012592000 Y  
Know all men by these presents:

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That GLORIA D JOHNSON  
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:

(include P.I. number, address of property and legal description)  
SEE ATTACHED LEGAL DESCRIPTION

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 \$ 8,350.00 bearing interest at the rate of 9 % per annum, according to the terms of a certain Second Lien



**UNOFFICIAL COPY**

00253825

STREET ADDRESS: 1227 MANFORD ST

CITY: EVANSTON

TAX NUMBER: 11-30-107-029-0000

COUNTY: COOK

**LEGAL DESCRIPTION:**

THE EAST 71.5 FEET OF LOTS 33 AND 34 (TAKEN AS A TRACT) EXCEPT THE SOUTH 85.25 FEET (AS MEASURED ALONG THE WEST LINE THEREOF) AND EXCEPT THE EAST 30 FEET OF THE WEST 55 FEET OF THE NORTH 20 FEET OF SAID TRACT IN WHYTE & BELL'S CONSTRUCTION COMPANY'S RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 1 AND ALL OF LOTS 21 TO 31 IN BLOCK 2, LOTS 5 TO 32 IN BLOCK 3, ETC., IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

EXHIBIT I

UNIFORM MORTGAGE RIDER

[MUST BE ATTACHED TO ALL FANNIE MAE MORTGAGE LOANS]

The rights and obligations of the parties to the Mortgage to which this Uniform Mortgage Rider (the "*Rider*") is attached and the Note which it secures (the "*Note*") are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent they are not modified by this Rider, all the terms, conditions and other provisions of the Mortgage Note remain in full force and effect.

The Mortgagor agrees that the mortgagee (the "*Lender*") or its successors or assigns may, at any time and without prior notice, declare an event of default under the Mortgage and accelerate all payments due under the Mortgage and Note under the following terms and conditions:

If all or any part of the property securing the Mortgage (the "*Property*") or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full and all sums secured by the Mortgage and exercise any other remedy allowed by law unless (i) acceleration of all payments as a result thereof is prohibited by federal law as of the date of the Mortgage or (ii) (a) Mortgagor causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or Agreement in the Mortgage is acceptable to Lender under its customary underwriting standards.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Mortgage. Mortgagor will continue to be obligated under the Note and the Mortgage unless Lender releases Mortgagor in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by the Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies available at law or permitted by the Mortgage without further notice or demand on Mortgagor.

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00253825

The Mortgagor understands that Lender has relied upon statements contained in the Affidavit of Mortgagor and all other documents submitted in support of the loan application in the processing, financing and granting of this loan. Upon discovery of fraud or misrepresentation by the Mortgagor with respect to any information provided by Mortgagor in the loan application or Affidavit of Mortgagor executed in connection with the Note, Lender may, in its sole discretion, by written notice to Mortgagor, declare all obligations secured by the Mortgage and all obligations payable under the Note immediately due and payable and exercise any other remedy allowed by law or provided by the Mortgage. Mortgagor shall notify Lender promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Lender all damages sustained by reason of the breach of the covenant of notice set forth herein or by reason of such fraud or misrepresentation.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions in this Uniform Mortgage Rider.

*Alvina D. Johnson*

MORTGAGOR

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MORTGAGOR

STATE OF ILLINOIS  
COUNTY OF COX

Before me on this day personally appeared the foregoing individual(s) known to me to be the person(s) whose true and genuine signature(s) were subscribed to the foregoing instrument in my presence.

NOTARY: *[Signature]*

PRINT NAME: \_\_\_\_\_

NOTARY PUBLIC, STATE OF IL

MY COMMISSION EXPIRES: \_\_\_\_\_

[Date]

[Notarial Seal]

