7740/0009 10 001 Page 1 of 1999-09-16 09:46:52

BOX 260

Cook County Recorder SECOND LIEN REAL ESTATE MORTGAGE

When Recorded Mail To:

Commonwealth United Mortgage 1251 North Plum Grove Rd # 130 Schaumburg, Illinois 60173

LOAN #0009609273

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

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KNOW ALL MEN BY THESE PRESENTS:

ESTEBAN GONZALEZ & MIGUEL GONZALEZ hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, and warrants, to The Illinois Develoument Finance Authority, hereinafter called Mortgagee, 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 various Lenders, to wit:

(include P.I num oc; address of property and legal description)

07-16-200-046-1106

UNIT NO. 3-208 IN STEEPLE HILL CONFOMINIUM, AS DELINEATED UPON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE. LOT 1 OF HOFFMAN ESTATES APRATMENTS, A SUBDIVISION IN THE NORTHEAST & OFFSECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

470 HILL #208 HOFFMAN ESTATES, IL 60194

With all the improvements hereon and appurtenances thereunto belonging, and warrant the title to the same, subject to prior lien evidenced by a mortgage from the Mortgagor to be executed

This mortgage is given to secure the payment of the principal sum of \$ 2.53-12, bearing interest at the rate of 0% per annum according to the terms of a certain Second Lien Real Listate Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 27TH 2009 as provided by the Second Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of ten years, but will be forgiven to the extent of twenty percent (20%) of the original principal amount on the fifth anniversary of the Mortgage Loan closing date; an additional twenty percent (20%) of the original principal amount on the sixth anniversary of the Mortgage Loan closing date; and twenty percent (20%) of the original principal amount on the seventh anniversary of Mortgage Loan closing date; twenty percent (20%) of the original principal amount on the eighth anniversary of the Mortgage Loan closing date. This Mortgage will be fully forgiven on the tenth (10th) anniversary of the Mortgage Loan closing date. Unless the obligations under the Note are assumed by a transferee of the residence qualified in the option of the Servicer of the Mortgage Loan to assume such obligations, the Note and Mortgage securing the property will be accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage note within ten years of the Mortgage Loan closing date.

23,00

Remember to add months state

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UNOFFICIAL COPY

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 ten percent (10%) of the amount due as attorney's fees, 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 appraisement of said premises, or not, at the option of the Mortgagee.

SIGNED AND DELIVERED Sis Ith day of Might 199
day op <u>30 y</u> 199
Estebantionerales
ESTEBAN GONZALEZ
+ Miguel A Gamilon
MIGHT CONTAINS
STATE OF ILLINOIS
COUNTY OF MERGY SS
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this enacted the within and foregoing in the said to me known to be the identical and the identical and the identical and in the identica
day of white indersigned, a Notary Public, in and for said County and State, on this enacted the within and foregoing instrument and acknowledged to me that
enacted the within and foregoing instrument and acknowledged to me that the enacted the within and foregoing instrument and acknowledged to me that the executed the same
GIVEN UNDER MY HAND AND SEAL the day and year last above written
Emmund // Mittel state
OFFICIAL SEAL Notary Public
SNOTATIVE NATALE 3/
MY COMMISSION EXPERSE

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