

UNOFFICIAL COPY



4369851 3/4

EXHIBIT M

Doc#: 0618753064 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2006 10:01 AM Pg: 1 of 4

GIT

SECOND LIEN REAL ESTATE MORTGAGE

When Recorded Mail To:
American Home Mortgage
520 Broadhollow Rd.
Melville, N.Y. 11747

4369851 @

Space above this line reserved for Recorder's Use only

Know all men by these presents:

That Brian Alvarez, Ashley Lueders, a single person *[Signature]*
a single person *[Signature]*

hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages and warrants, to the Illinois Finance Authority and the City of Decatur, Macon County, Illinois, hereinafter collectively 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 Mortgagee, Mortgage Clearing Corporation (the "Servicer") and the various Lenders named therein, to-wit:

1245 Coldspring Road Elgin, IL 60120

Parcel Number: 06-07-409-112 **See Attached Legal Description**
(include P.I. number, address of property and 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. The terms and provisions of the first Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. 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.

UNOFFICIAL COPY

This Mortgage is given to secure the payment of the principal sum of \$ 6,601.38, bearing interest at the rate of 0% per annum, according to the terms of a certain Second Lien Real Estate Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 1st day of July, 2016, as provided by the Second Lien Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of 10 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; twenty percent (20%) of the original principal amount on the seventh anniversary of Mortgage Loan closing date; and twenty percent (20%) of the original principal amount on the eighth (8th) 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 opinion of the Servicer 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.

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 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.

Please be advised that the forgiveness of all or a portion of the Down Payment Assistance to the Mortgagor may constitute taxable income to the Mortgagor which should be included as such on the Mortgagor's income tax returns. Mortgagors should consult their tax advisor as to the tax treatment of such forgiveness.

This Mortgage shall be serviced, and released (upon payment in full), by Mortgage Clearing Corporation, or any successor Servicer under the Origination and Servicing Agreement referred to above.

UNOFFICIAL COPY

Signed and Delivered this 26th day of June, 2006.

B. J. Alvarez
 Brian Alvarez

Ashley Lueders
 Ashley Lueders

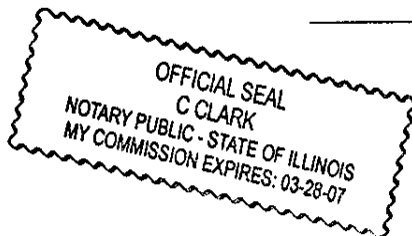
Property of Cook County Notary Public's Office

STATE OF ILLINOIS
 COUNTY OF Cook) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26 day of June, 2006, 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.

[Signature]
 Notary Public



UNOFFICIAL COPY

ORDER NO.: 1301 - 004369851
ESCROW NO.: 1301 - 004369851

1

STREET ADDRESS: 1245 COLDSRING ROAD
CITY: ELGIN **ZIP CODE:** 60120
TAX NUMBER: 06-07-409-112-0000

COUNTY: COOK

LEGAL DESCRIPTION:

THAT PART OF LOT 10 IN COBBLER'S CROSSING UNIT 15, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1991 AS DOCUMENT NO. 91397763 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 02 DEGREES 50 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10, 23.23 FEET; THENCE NORTH 49 DEGREES 16 MINUTES 37 SECONDS EAST, 170.99 FEET TO THE NORTHERLY LINE OF SAID LOT 10; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 10, BEING A CURVED LINE CONVEY SOUTHERLY AND HAVING A RADIUS OF 52.50 FEET, AN ARC DISTANCE OF 32.94 FEET; THENCE SOUTH 49 DEGREES 16 MINUTES 37 SECONDS WEST 194.41 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 86 DEGREES 50 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10, 15.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.