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SECOND LIEN REAL ESTATE MORTGAGE



When Recorded Mail To:

GOMMONWEALTH UNITED

1251 N PLUM GROVE RD

STE. 130

SCHAUMBURG, IL 60173

LN# 0008642518

08035624

2975/0123 66 001 Page 1 of 3 1998-11-17 12:29:36

Cook County Recorder

47.50

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

That MICHAEL E ROACH, AN UNMARRIED MAN hereinafter called Mockgagor, whether one or more, has mortgaged, and hereby mortgages, and warrants, to The Illinois Development 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 number, address of property and legal description)

SEE ATTACHED FOR LEGAL DESCRIPTION, ATTACHED HERETO AND MADE A PART OF.

PIN# 25-32-216-019 ALSO KNOWN AS: 12809 S RACINE AVENUE, CALUMET PARK, IL 60827

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

This mortgage is given to secure the payment of the principal 30% of \$3,597.12 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 DECEMBER - , 2028, 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.

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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 this 9th day of NOVERMBER 1998.
MICHAEL É ROACH
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STATE OF ILLINOIS)
COUNTY OF COUK) ss
BEFORE ME, the undersigned, a Notary Public, in and for taid County and State, on this 9th day of NOV, 1998, 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 the cine set forth.
GIVEN UNDER MY HAND AND SEAL the day and year-last above written

JACQULYN WELSH NOT

Notary Public, State of Illinois
My Commission Expires 02/22/00

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LOT 19 BLOCK 1 IN ROBERT G. CRANE'S ADDITION TO CALUMET PARK, A SUBDIVISION IN SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clark's Office