

UNOFFICIAL COPY

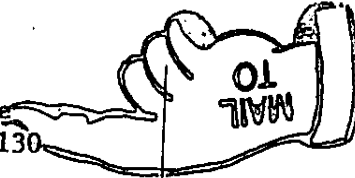
SECOND LIEN REAL ESTATE MORTGAGE



09099256

When Recorded Mail To:

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



SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

LOAN # 0009656403

**COOK COUNTY
RECORDER**

**EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE**

KNOW ALL MEN BY THESE PRESENTS:

That SALVADOR GUTIERREZ MARRIED TO MARIA CARRERA hereinafter called Mortgagor, 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)

LOT 2, IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S GRAND AND WOLF DEVELOPMENT, BEING A SUDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 12-30-219-002

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2519/0032 47 002 Page 1 of 2

1999-11-23 10:54:59

Cook County Recorder 43.50

With all the improvements hereon and appurtenances thereto 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 sum of \$ 5383.96 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 19TH day of NOVEMBER, 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 within ten years of the Mortgage Loan closing date.

358246.002

J P
Rudolph

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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.

09099256 Page 2 of 2

The Mortgagor, in event of a foreclosure hereunder, hereby waives appraisalment of said premises, or not, at the option of the Mortgagee.

SIGNED AND DELIVERED this 19th day of November, 1999

Salvador Gutierrez
SALVADOR GUTIERREZ

Maria Carrera
MARIA CARRERA

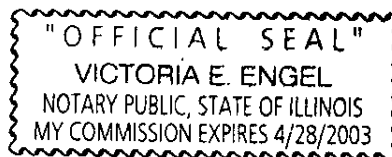
STATE OF ILLINOIS

COUNTY OF DuPage

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 1999 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 herein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Victoria Engel
Notary Public



358246.002