1-30 12:06:46

Cook County Recorder

SECOND LIEN REAL ESTATE MORTGAGE

Commonwealth United Mortgage 1251 North Plum Grove Rd # 130

Schaumburg, Illinois 60673

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

THIS MORTGAGE IS SUBJECT AND SUBORDINATE THE MORTGAGE DATE 11/24/99 AND RECORDED AS DOCUMENT # KNOW ALL MEN BY THESE PRESENTS:

09113388

That DELIA OCAMPO, HOMERO CORTEZ, & RODOLFO GALEANA, all unmarried

hereinafte, 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) number, address of property and legal description)

LOTS 5 AND 6 IN BLOCK 16 IN 4TH ADDITION TO FRANKLIN PARK IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OFTHE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 2841 LOUIS ST. FRANKLIN PARK, IL. 60131 PIN # 12-28-131-005-0000 12-28-131-006-0000

> 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 contemporaneously herewith.

This mortgage is given to secure the payment of the principal sum of \$6,079.32, bearing interest at the rate of 0% per annum according to the terms of a certain Second Lina Real Estate Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 24TH , 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 Assistage 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

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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.

(_day of <u>NOV</u>, 1999) SIGNED AND DELIVERED this. STATE OF ILLINOIS) ss BEFORE ME, the undersigned, a Notary Public, in an 1 for said County and State, on this day of NW, 1999, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that executed the same 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 writt in. acceptage SEAL OFFICIAL Notary Public KATY THOMAS NOTARY PUBLIC. STATE OF ILLINOIS

UNOFFICIAL COPY 18389 Page 3 of 4

ILLINOIS DEVELOPMENT FINANCE AUTHORITY TAXABLE SINGLE FAMILY MORTGAGE REVENUE BONDS (FRESH RATE™ MORTGAGE REVENUE BOND PROGRAM), SERIES 1998

REAFFIRMATION OF MORTGAGOR

(Part 4 - Mortgagor Affidavit and Certification)

Issuer: Illinois Department Financing Authority	d.
Program: Fresh Rate Bond Program	1
THE UNDERSIGNED (JOINTLY AND SEVERALLY, "THE MORTGAGOR") APPLICANT FOR A LOAN, OR AS APPLICANT TO ASSUME A LOAN PROVIDED BY ABOVE-REFELENCED PROGRAM BY THE ABOVE-REFERENCED ISSUER, AND PURCHASER OF A RESIDENCE WHICH IS THE SUBJECT OF SUCH LOAN, BEING FIL DULY SWORN (OF AFFIRMED) UNDER OATH HEREBY STATES AND CERTIFIES THAT:	THE AS RST
I hereby reaffirm that the statements and information contained in the Mortgagor's Affidavit Certification- Parts 1,2, and 3 — which I executed on the 2ND day of NOVEMBER, 1999, were to accurate and complete when made and remain true, accurate, complete and unchanged.	and rue,
Mortgagor's Signature Date Mortgagor's Signature Date	
RODOLFO GALEANA	
Mortgagor's Printed Name Mortgagor's Printed Name	
STATE OF ILLINOIS COUNTY OF OS SSS	
Subscribed and sworn before me, a notary public in and for said County and State this day of 1997.	
[SEAL] Notary Public	
My Commission Expires: NOTARY PUBLIC, STATE OF ILLINOIS	
NOTE: Mortgagor Affidavit and Certification - Parts 1,2, and 3 must have been executed within three (3)	

ILLINOIS DEVELOPMENT FINANCE AUTHORITY TAXABLE SINGLE FAMILY MORTGAGE REVENUE BONDS (FRESH RATETM MORTGAGE REVENUE BOND PROGRAM), SERIES 1998

REAFFIRMATION OF MORTGAGOR

(Part 4 - Mortgagor Affidavit and Certification)

Issuer: Illinois Departs
Issuer: Illinois Department Financing Authority
Program: Fresh Rate Bond Program
APPLICAN'I FOR A LOAN, OR AS APPLICANT TO ASSUME A LOAN PROVIDED BY THE ABOVE-REFIRENCED PROGRAM BY THE ABOVE-REFERENCED ISSUER, AND AS DULY SWO" IRMED) UNDER OATH HEREBY STATES AND CERTIFIES THAT: Consider the statements and information contained in the Mortgagor's Affidavit and which I executed on the2ND day of NOVEMBER 1999 were true, and important true, accurate, complete and unchanged.
Mortgagor's Signature Date
Date
HOMERO CORTEZ
Mortgag vr's Printed Name
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
5 9
day of r said County and State, 'nis 2
[SEAL]
My Commission Expanded MAS NOTE: Mortgagor A Fide
months of this date. Certification = Parts 1,2, and 3 must have been executed within three (3)
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