

SECOND LIEN REAL ESTATE MORTGAGE

09166689

When Recorded Mail To: COMMONWEALTH UNITED MORTGAGE 1251 N. PLUM GROVE ROAD SCHAUMBURG, ILLINOIS 60173

9624/0209 10 001 Page 1 of 1999-12-15 13:45:28 Cook County Recorder 23.50

LOAN # 8740548

BOVE THIS LINE RESERVED FOR DER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

Tial ARTURO MACIAS & VIRGINIA MACIAS

hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, and warran 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:

THE SOUTH 6 INCHES OF LOT 1 AND ALL OF LOT 2 AND THE NORTH 3 INCHES OF LOT 3 IN BLOCK 1 IN WILLIAM A. BOND'S SUBDIVISION OF THE NORTH 11 RODS OF BLOCK 6 IN HART L. STEWART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE TITE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#19-01-322-049

ALSO KNOWN AS: 4502 S. FRANCISCO, CHICAGO 60632

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 \$6435.60, 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 lefore the 8th , as provided by the Second Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of ten years, but will be regiven 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.

## 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 (1	nie 🖇 4	mes De a		,
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	)×	ARTURO MACIAS	MACIAS	·
`,	00	VINCINIA MACIAS	Macias.	
STATE OF ILLINOIS	)	0,	,	
COUNTY OF <b>COOK</b>	ss	972	e e e e e e e e e e e e e e e e e e e	

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of <u>DEC</u>, 1999, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that <u>THEY</u> executed the same as <u>THEIR</u> 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.

Vuloria Willabe Notary Public

"OFFICIAL SEAL"
VICTORIA McCABE
NOTARY PUBLIC, STATE CF ILLINOIS
My C mmission Expires Nov. 12, 2000

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