

UNOFFICIAL COPY



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SECOND LIEN REAL ESTATE MORTGAGE

99476072

1369/0057 09 006 Page 1 of 2
1999-05-18 12:33:32
Cook County Recorder 23.50

When Recorded Mail To:
COMMONWEALTH UNITED MTG.
1251 N. PLUM GROVE RD. # 130
SCHAUMBURG, IL 60173
In # 0009514643

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Handwritten: H 35733 (2)
Stamp: NOTICE

KNOW ALL MEN BY THESE PRESENTS:

That SANDYA MENDOZA*, PEDRO VARGAS*, MARIO AYVAR* * UNMARRIED

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.N. number, address of property and legal description)

LOT 86 IN HAUSSEN'S SUBDIVISION OF LOT 2 OF HAUSSEN AND SEEGER'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 4, 5, AND 14 IN DAVLIN, KELLEY AND CARROL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3140 N. DAVLIN CHICAGO, IL 60618
P.I.N. # 13-26-102-029

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 \$ 10,926.40 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 28th day of APRIL, 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 note within ten years of the Mortgage Loan closing date.

Handwritten initials: ZP, MW, DW

HERITAGE TITLE COMPANY

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 appraisalment of said premises, or not, at the option of the Mortgagee.

SIGNED AND DELIVERED this 28 day of April, 1999.

Sandra Mendoza - Pedro Vargas - Mario Ayvar
SANDRA MENDOZA, PEDRO VARGAS, MARIO AYVAR

Sandra Mendoza - Pedro Vargas - Mario Ayvar
SANDRA MENDOZA, PEDRO VARGAS, MARIO AYVAR

STATE OF ILLINOIS)
COUNTY OF Cook) ss

28 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28 day of April, 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 therein set forth.

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

[Signature]
Notary Public



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE