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Cook County Recorder

27.50

EXHIBIT L

SECOND LIEN REAL ESTATE MORTGAGE



1315 W. 22nd St. Ste. 100 Oak Brook.

Space above this line reserved for Recorder's Use only

Know all men by these presents:

JAVIER A. MEGRILLO AND EULOGIO NEGRILLO hereinafter called Mortgagor, vinether 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 the various Lenders, towit:

(include P.I. number, a idress of property and legal description)

2425 SARAH ST., FRANKLIN PARK, ILLINOIS 60131

SEE ATTACHED LEGAL DESCRIPTION

with all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the same, subject to a prior lien evidenced by a first mortgage from the Mortgagor to be executed contemporaneously herewith. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the first Mortgage and to all advences heretofore made or which may hereafter be made pursuant to the first Mortgage including all sums advarced for the purpose of (a) protecting or further securing the lien of the first Mortgage, curing defaults by the Mortgage ander the first Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) constructing, revoluting, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the first Mortgage a e paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the even of a foreclosure or deed in lieu of foreclosure of the first Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), r ce.ving title to the Property through a foreclosure or deed in lieu of foreclosure of the first Mortgage shall receive the Property free and clear from such restrictions.

This Mortgage is given to secure the payment of the principal sum of \$\(\frac{6,149.28}{}\), 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 JULY 2009, as provided by the Second Lien Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of 10 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; twenty percent (20%) of the original principal amount on the seventh anniversary of Mortgage Loan

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closing date; and twenty percent (20%) of the original principal amount on the eighth (8th) 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 opinion 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.

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. Mortgagee will give the senior lien holder written notice of default and prior written notice of acceleration under this Mortgage.

Mortgagee's rights to collect and apply any insurance proceeds hereunder shall be subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the first Mortgage.

Please be advised that the forgiven as of all or a portion of the Down Payment Assistance to the Mortgagor may constitute taxable income to the Mortgagor which should be included as such on the Mortgagor's income tax returns. Mortgagors should consult their tax advisor as to the tax treatment of such forgiveness.

Signed and Delivered this 30 day of June, 1999.

Stanier A. Megnillo

JAVLIR A. NEGRILLO

EULOGIO NECRILLO

STATE OF ILLINOIS)

COUNTY OF COOL) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of foregoing instrument and acknowledged to me that ______ executed the same as ______ 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.

OFFICIAL SEAL
ROBERT A. CHEELY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1-26-2003

Notary Public

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

REAFFIRMATION OF MORTGAGOR

(Part 4 Mortgagor Affidavit and Certification)

Issuer: Illinois Development Finance Authority
Program: 1998B
The undersigned (jointly and severally, the "Mortgagor") as applicant for a loan, or as applicant to assume a loan provided by the above-re erenced program by the above-referenced issuer, and as purchaser of a residence which is the subject of such loan, being first duly sworn (or affirmed) under oath hereby states and certifies that:
I hereby reaffirm that the statements and information contained in the Mortgagor's Affidavit and Certification Parts 1, 2 and 3 which I executed on the day of, 19, were true, accurate and complete when made and remain true, accurate, complete and unchanged.
Javier A. Megvillo Mortgagor's Signature Mortgagor's Signature
Date 6-30 98 Date 6-30 99
JAVIER A. NEBRILLO ENLOBIO NEERILLO
Mortgagor's Printed Name Mortgagor's Trinted Name
STATE OF ILLINOIS) SS
COUNTY OF OOM) SS
Subscribed and sworn to before me, a notary public in and for said County and State, this 30 day of
OFFICIAL SEAL Robert a Cheer
Seal] ROBERT A. CHEELT Notary Public Notary Public, STATE OF ILLINOIS My Commission Expires 1-26-2003 My Commission Expires:
Note: Mortgagor Affidavit and Certification - Parts 1, 2 and 3 must have been executed within three (3) months of this

date.

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THE EAST 1526 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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