

UNOFFICIAL COPY

SECOND LIEN REAL ESTATE MORTGAGE

99798450

When Recorded Mail To:

COMMONWEALTH UNITED MTG.

1251 N. PLUM GROVE RD. STE 130

SCHAUMBURG, IL 60173

LN#0009602266

Pupky

7199/0057 90 001 Page 1 of 2

1999-08-20 10:52:17

Cook County Recorder 43.50

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

That EFRAIN GUTIERREZ, RAUL GUTIERREZ, CONSTANTINO GUTIERREZ

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)

P.I. # 10-25-301-046-0000

THE WEST 1/4 OF LOT 13, TOGETHER WITH ALL OF LOT 14 IN BLOCK 1 OF OLIVER SALINGER AND COMPANY'S MCCORMICK BOULEVARD ADDITION TO ROGER'S PARK, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS : 3033 W. HOWARD, CHICAGO, IL 60645

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 \$ 6754.60, 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 before the 17th day of AUGUST, 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.

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 17 day of Aug 1998

99798450

YOLANDA GUTIERREZ

Efrain Gutierrez

EFRAIN GUTIERREZ

YOLANDA GUTIERREZ SIGNING FOR THE

SOLE PURPOSE OF WAIVING HOMESTEAD

Paul Gutierrez

PAUL GUTIERREZ

STATE OF ILLINOIS)

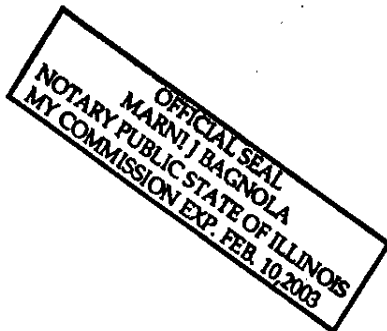
COUNTY OF Cook) ss

Constantino Gutierrez

CONSTANTINO GUTIERREZ

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Aug 1998, 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.



Marni J Bagnola Notary Public