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7/31/2010 20:00:01 Page 1 of 5
1999-09-09 14:29:26 04441
Cook County Recorder 55.50

SECOND LIEN REAL ESTATE MORTGAGE



When Recorded Mail To:
COMMONWEALTH UNITED MORTGAGE
1251 N. STUM GROVE ROAD, STE 130
SCHAUMBURG, ILLINOIS

LOAN # 0009604441

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

That MARCO ANTONIO ZAVALA VARGAS SINGLE MAN

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:

5
PMR

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

LOT 1, 2, AND 3 IN HAIR AND GETCHELL'S SUBDIVISION OF BLOCK 10 IN CHARLES C. MOWRY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2400 S LAWDALE AVE
P I N = 16-26-115-021

With all the improvements hereon and appurtenances thereto 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 \$5,163.60, 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 26th 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.

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SECOND LIEN REAL ESTATE NOTE

Date: AUGUST 26, 1999Maker: MARCO ANTONIO ZAVALA VARGASProperty Address: 2400 S. LAWDALE, CHICAGO, IL 60623Payee: ILLINOIS DEPARTMENT OF FINANCE AUTHORITYPlace of Payment: 5612 S. LEWIS TULSA OK 74105Principal Amount: 5,163.60Annual Interest Rate on Unpaid Principal from Date: None**TERMS OF PAYMENT**

This Note, unless forgiven or accelerated as described below, shall be due and payable ten (10) years from date hereof, which Note and the Second and Subordinate Lien Real Estate Mortgage securing same may be forgiven and released pursuant to the terms of the agreement described below.

This Note, to the extent of the amount herein mentioned, represents money received by the undersigned from The Illinois Development Finance Authority pursuant to the Down Payment Assistance Program.

SECURITY FOR PAYMENT: A mortgage of even date herewith from Maker to The Illinois Development Finance Authority, which lien securing this Note is secondary and subordinate to a lien securing one other Note in the original principal sum of \$129,090.00 executed contemporaneously herewith by Maker, payable to the order of NATIONAL CITY MORTGAGE CO. dba covering subject property. *** **COMMONWEALTH UNITED MORTGAGE**

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount hereof. All unpaid amounts shall be due by the scheduled payment date.

If Maker defaults in the payment of this Note or in the performance of any obligation in any instrument security or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance on this Note immediately due. Maker and each surety, endorser, and guarantor waive all demand for payment, presentations for payment, notices or intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest to the extent permitted by law.

If this Note or any instrument securing or collateral to it is given, to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be ten percent (10%) of all amounts due unless either party pleads otherwise.

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

SIGNED AND DELIVERED this _____ day of _____, 199__.

Marco Antonio Zavala Vargas
MARCO ANTONIO ZAVALA VARGAS

STATE OF ILLINOIS)
COUNTY OF Cook) ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28 day of August, 1991, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that he 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 first above written.



Eduardo Lara
Notary Public

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FORGIVENESS AND ACCELERATION: This Note 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 ; 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 this Note are assumed by a transferee of the residence qualified in the opinion of the Servicer of the Mortgage Loan to assume such obligations, this Note 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.

Each Maker is responsible for all obligations represented by this Note.

When the context requires, singular nouns and pronouns include the plural.

Marco Antonio Zavala Vargas
MARCO ANTONIO ZAVALA VARGAS

MAKER

Property of Cook County Clerk's Office

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

Program: FRESH RATE BOND PROGRAM

THE UNDERSIGNED (JOINTLY AND SEVERALLY, "THE MORTGAGOR") AS APPLICANT FOR A LOAN, OR AS APPLICANT TO ASSUME A LOAN PROVIDED BY THE ABOVE-REFERENCED 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 TWENTY day of JULY, 1999, were true, accurate and complete when made and remain true, accurate, complete and unchanged.

Mortgagor's Signature _____ Date _____

Marco Antonio Zavala Vargas
Mortgagor's Signature _____ Date _____

MARCO ANTONIO ZAVALA VARGAS
Mortgagor's Printed Name _____

Mortgagor's Printed Name _____

STATE OF ILLINOIS)
)ss
COUNTY OF Cook)

Subscribed and sworn before me, a notary public in and for said County and State, this _____ day of Aug, 1999.

Eduardo Lara

Notary Public



[SEAL]

My Commission Expires: _____

NOTE: Mortgagor Affidavit and Certification - Parts 1,2, and 3 must have been executed within three (3) months of this date.