

M#2

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99952261

9241/0105 45 001 Page 1 of 3
1999-10-08 10:38:27
Cook County Recorder 47.50

"This Mortgage is subordinate to a certain mortgage dated _____ and recorded as Document Number _____ made on _____



99952261

SECOND LIEN REAL ESTATE MORTGAGE

To secure a note amount of \$ _____

MAIL TO AND:

When Recorded Mail To:
Irwin Mortgage Corporation
4845 W. 167Th Street
Oak Forest, IL 60452

Space above this line reserved for Recorder's Use only



Know all men by these presents:

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

That LEONARD DAVIS, MARRIED TO: SHINEICE DAVIS

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 the various Lenders, to wit:

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

SEE ATTACHED LEGAL DESCRIPTION MADE HEREIN A PART OF THIS RECORDED SECOND LIEN REAL ESTATE MORTGAGE.

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 advances heretofore made or which may hereafter be made pursuant to the first Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the first Mortgage, curing defaults by the Mortgagor under the first Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the first Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event 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), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first Mortgage shall receive title to the Property free and clear from such restrictions.

This Mortgage is given to secure the payment of the principal sum of \$ 3554.20, 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 19TH day of AUGUST, 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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Lot 46 in the First Addition to Ivy Gardens Subdivision, a Subdivision of Lots 73 and 74 in Ivy Gardens Subdivision, a Subdivision of the North West 1/4 of Section 14, Township 36 North, Range 14 East of the Third Principal Meridian, also part of Lot 5 in the partition of the East 1/2 of the South West 1/4 of Section 11 (except railroad) and that part of the West 1/2 of Section 14, Township 36 North, Range 14 East of the Third Principal Meridian lying North of the Calumet River in Cook County, Illinois

Pin # 29-14-15D-007

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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.

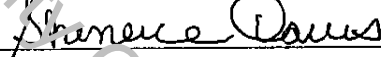
The Mortgagor, in event of a foreclosure hereunder, hereby waives appraisalment of said premises, or not, at the option of the Mortgagee. Mortgagee will give the senior lien holder written notice of default and prior written notice of acceleration under this Mortgage.

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 forgiveness 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 19TH day of AUGUST, 1999.


LEONARD DAVIS


SHINEICE DAVIS SIGNING SOLELY FOR THE
PURPOSE OF WAIVING HER HOMESTEAD RIGHTS.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19TH day of AUGUST, 1999, personally appeared to me known to be the identical persons 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.


Notary Public

I HEREBY CERTIFY THIS TO BE A TRUE
AND EXACT COPY OF THE ORIGINAL.
X _____
PROFESSIONAL NATIONAL TITLE NETWORK, INC.