

UNOFFICIAL COPY

6628/0033 08 001 Page 1 of 3
1999-07-27 11:17:44
Cook County Recorder 25.00



SECOND LIEN REAL ESTATE MORTGAGE

When Recorded Mail To:
National Mtg & Loan
2548 W. Division
Chicago, IL 60622

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY **99961289**

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1999-10-13 08:52:10
Cook County Recorder 25.50

KNOW ALL MEN BY THESE PRESENTS:

That JOSE SALGADO AND MIGUEL BOLLAS

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)

SEE ATTACHED

REI ATTORNEY SERVICES /

7/10/97
40A3



A. T. G. F.
BOX 370

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 \$ ~~553,000~~ ^{5733.32}, 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 16th day of JULY 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.

Re-recording to correct principal sum

S.V.
P.3
7/14
jm

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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 16th day of July, 1999.

JOSE SALGADO

Rosemarie Settanni

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July, 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.

Rosemarie Settanni
Notary Public



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3. The land referred to in this policy is described as follows:

LOT 17 IN BLOCK 6 (EXCEPT PART TAKEN FOR KIMBALL AVENUE) IN WISNER'S SUBDIVISION OF LOTS 8, 9, 11 AND 12 IN BRAND'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-26-217-053

ISSUED BY: