NOFFICIAL COP

SECOND LIEN REAL ESTATE MORTGAGE 784

8457/0112 18 001 Page 1 of

1999-10-20 11:30:26

Cook County Recorder

43.50

When Recorded Mail To:

COMMONWEALTH UNITED MORTGAGE 1251 N. PLUM GROVE ROAD TE. 130

SCHAUMBURG, IL 601

LN # 0009516745

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY



KNOW ALL MEN BY THESE PRESENTS:

ENRIQUE CARMONA & DAVID DELGADO That

hereinaster called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, and warrants, to The Illinois De e opment Finance Authority, hereinaster 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.1 number, address of property and legal description)

LOT 10 (EXCEPT THE EAST & FFET THEREOF) IN BLOCK 2 IN WEST ENGLEWOOD, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINICAPL MEPIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N # 19-13-102-001-0000

Property address: 3057 W. 55th, Chicago, IL 60632

PROFESSIONAL NATIONAL TITLE NETWORK, INC.

With all the improvements hereon and appurtenances thereunt, belonging; and warrant the title to the same, subject to prior lien evidenced by a mortgage from the Mortgagor to be executed

This mortgage is given to secure the payment of the principal sun of \$6,863.00, 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 a before the 2nd day of September, 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.

UNOFFICIAL COPY

99984256

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

The Mortgagor, in event of a foreclosure hereunder, hereby waives appraisement of said

premises, or not, at the option of the Mortgagee.
SIGNED AND DELIVERED this <u>And day of Lept.</u> , 1999.
NELSI P. CARMONA, SIGNING HERE FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD. EMRIQUE CARMONA ENRIQUE CARMONA
Vanessa Delgado David Delgado VANESSA DELGADO, SIGNING HERE FOR STATE OF PURPOSE OF WAIVING HOMESTEAD.
COUNTY OF Look) ss
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of heat, 1991, 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 there 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.
"THIS MORTGAGE IS SUBORDINATE TO A AND RECORDER DATED 42/104
TO SECURE A NOTE BY CALLEGUE CAME A DOCUMENT NUMBER
** "OFFICIAL SEAL" KAREN P. POLAND Notary Public, State of Illinois My Commission Exp. 08/05/2001