UNOFFICIAL CO. 99017624

1999-01-08 13:55:14

Cook County Recorder

47.50

NATHUALMONTORGE CLOAN 1548W DNIBION ST. CHICAGED IL 60622

EXHIBIT L

99017624

MTC/TS

SECOND LIEN REAL ESTATE MORTGAGE

\*AN UNMARRIED WOMAN

That Naida Rivera \*& Luz S. Rivera, AN UNMARRIED WOMAN

hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, 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:

SEE ATTACHED

with all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the same, subject to a prior lien evidenced by a mortgage from the Mortgagor to be executed contemporaneously herewith.

This mortgage is given to secule the payment of the principal sum of \$6045.96, 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 7th day of January, 2009. as provided by the Second Lien Real Estate Note.

The Note secured by this Mortgage has a normal maturity of ten years, but will be forgiven to the extent of twenty percent (20%) of the original principal an ount 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 (10%) 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 assure 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 appraisement of said premises, or not, at the option of the Mortgagee.

## UNOFFICIAL COPY

SIGNED AND DELIVERED this	y of January, 199 9 Haida Birera
	L Luz S. Rinera
1 1/4/2007 P 177 C DELSONALLY appeared to me	ay and year last above written.

## **UNOFFICIAL COPY**

## LEGAL DESCRIPTION

THE NORTH 1/2 OF LOT 77 IN TITLEY'S DIVERSEY AVENUE SUBDIVISION OF LOT 4 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THEREOF) AND THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-29-306-008-0000

COMMON ADDRESS: 27.5 N MEADE CHICALLO IC

60639