

UNOFFICIAL COPY 99035691

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1999-01-12 14:16:29

SECOND LIEN REAL ESTATE MORTGAGE Cook County Recorder

47.50

When Recorded Mail To: & Prepared By:

BANK ONE CAPITAL CORP.

100 N. BROADWAY 2ND FL.

OKLAHOMA CITY, OK 73102



99035691

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

3N

KNOW ALL MEN BY THESE PRESENTS:

That ARTURO GALLEGOS, JUANA GALLEGOS & RAYMUNDO MORENO**
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

*husband & wife ** Single

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

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 \$ 3,985.68 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 9TH
day of OCTOBER, 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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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 9th day of Oct, 1998.

Arturo Gallegos
Arturo Gallegos

[Signature]
[Signature]

STATE OF ILLINOIS)
COUNTY OF Cook) ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of Oct, 1998, 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.



Sharon Daly
Notary Public

* by Arturo Gallegos who made and acknowledged making his mark on the instrument in my presence and in the presence of two witnesses who have signed above.

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LOT 3 IN BLOCK 8 IN ARCHER HIGHLANDS ADDITION BEING H.H. WESSEL AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 10, ALSO THE EAST 1/4 (EXCEPT RAILROAD RIGHT OF WAY) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, ALL IN TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #19-10-326-018

Property of Cook County Clerk's Office