When Recorded Mail To: DRAPER AND KRAMER MORTGAGE CORP. 33 W. MONREO ST. CHICAGO, ILLINOIS 60603

1999-01-13 08:49:57 Cook County Recorder 47.50

SPACE ABOVE THIS LINE RESERV RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS

That RANDALL O. CADIEUX SR., A MARKITED PERSON DIVORCED NOT SINCE REMARRIED 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

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

LOT 6 IN BLOCK 15 IN VILLAGE OF PARK FOREST AREA NO. 2 BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1950, AS DOCUMENT 14940341, IN COOK COTATA, ILLINOIS. (PIN #31-36-402-006)

and Servicing A greement by and among the Authority, the Servicer and various Lenders, to wit:

P.A. 47 APPLE LANE, PARK FOREST, IL 60466

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 \$3.967.48, 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 31 st day of <u>DECEMBER</u>, 2008, 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

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.

SIGNED AND DELIVERED this 312 day of Dec., 1998.
Quell & Colony &
0/
· Co
STATE OF ILLINOIS) COUNTY OF COOK)
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of Dec 1998, personally appeared to me known to be the identical person who enacted the within and foregoing instrument and acknowledged to me that 2000 executed the same as 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.
"OFFICIAL SEAL" PATRICIA A. FREBURG Notary Public, State of Illinois My Commission Expires 09/06/00

UNOFFICIAL COPY

ILLINOIS DEVELOPMENT FINANCE AUTHORITY
TAXABLE SINGLE FAMILY MORTGAGE REVENUE BONDS
(FRESH RATETM MORTGAGE REVENUE BOND PROGRAM), SERIES 1998

REAFFIRMATION OF MORTGAGOR

(Part 4 - Mortgagor Affidavit and Certification)

Issuer: THE ILLINOIS DEVELOPMENT FINANCE AUTHORITY
Program:
THE UNDERSIGNED (JOINTLY AND SEVERALLY, "THE MORTGAGOR") AS APPLICANT FOR A LOAN, OR AS APPLICANT TO ASSUME A LOAN PROVIDED BY THE ABOVE-REFERENCED PROGRAM BY THE ABOVE-REFERENCED ISSUER, AND AS PURCHASER OF A RESIDENCE WHICH IS THE SUBJECT OF SUCH LOAN, BEING FIRST DULY SWORN (OR AFFIRMED) UNDER OATH HEREBY STATES AND CERTIFIES THAT: I hereby reaffirm that the statements and information contained in the Mortgagor's Affidavit and
Certification- Parts 1,2, and 3 – which I executed on the 315 day of oc., 1998, were true, accurate and complete when made and remain true, accurate, complete and unchanged.
Comble O Cocking & 12-31-98
Mortgagor's Signature Date Mortgagor's Signature Date
Mortgagor's Printed Name Mortgagor's Printed Name
STATE OF ILLINOIS) COUNTY OF COOL)
Subscribed and sworn before me, a notary public in and for said County and State, this 3. state of Dec. ,1998.
"OFFICIAL SEAL" PATRICIA A. FRÉBURG Notary Public, State of Illinois My Commission Expires 09/06/00 My Commission Expires 09/06/00
NOTE: Mortgagor Affidavit and Certification – Parts 1,2, and 3 must have been executed within three (3) months of this date.