MORTGAGE (Illinois)

NATIONSCREDIT FINANCIAL SERVICES CORP 316 BURR RIDGE PKWY BURR RIDGE, ILLINOIS 60521

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

(Above Space For Recorder's Use Only)

THIS MORTGAGE made August 28 19 98 helween Gertha Lee McClure-Parish herein referred to as "Mortgagors," ar
NationsCredit Financial Services Corporation
herein referred to as "Mortgagee," witnessetti.
THAT, WHEREAS, the Mortgagors are justy indicated to the Mortgagee upon a note of even date herewith, in the principal sum of
Eighteen Thousand-Seven-Hundred-Twenty-Four Dollars and Sixty-Six Cents
DOLLARS (\$ 18724.66), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the
said principal sum and interest at the rate and installments as provided in said note, with a final payment of the balance due on 09-02-2013
This mortgage secures a note that is a (check one box below)
X Fixed rate loan
NOW, THEREFORE, the Mortgagors to secure the payment of sold principal sum of money and said interest in accordance with the term
provisions and limitations of this mortgage, and the performance of the conjugants and agreements herein contained, by the Mortgagors to be
performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presen
CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate and all of their estate
right, title and interest therein, situate, lying and being in the COUNTY OF COO: , AN
OTATE OF TEENINGS, TO WILL

LOT 57 AND THE SOUTH 15 FEET OF LOT 56 IN EDWARD (. ULHLEIN'S SUBDIVISION IN BLOC 2 IN PULLMAN PARK, ADDITION TO PULLMAN IN THE NOPPHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #: 29-27-212-011-0000 VOL. 216

PROPERTY ADDRESS: 17156 EVANS AVE, SOUTH HOLLAND, IL 60473

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily).

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

ILLINOIS C/E MORTGAGE FORM 013-1041 1/95 (Page 1 of 3) of pages 1, 2 and 3 acknowledged:

Mortgagors hereby covenant with said Mortgagee as follows:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a fien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of taw or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, turnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default "licrein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, purchase the hazard insurance as described in paragraph 3 above, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any has all or foreiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the note rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee making any payment nersoy authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- 6. Mortgagors shall pay each item of indebtedness here; mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payabic (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. If all or any part of the property or an interest in the property is sold of transferred by Mortgagers without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the mortgage and note. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagors are transferring or selling the interest in the property.
- 8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for allowings, dees, appraiser's fee, outlays for documentary and expense evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate agreed upon in the note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage in any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note: fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 10. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this manage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sate; (2) the deficiency in case of a sale and deficiency.

- 11. The Mortgagee shall have the right to inspect the premises at all reasonable times and to make repairs to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.
- 12. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter hable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 13. If Mortgagee collects a mortgage releasing fee at the time this mortgage is signed, Mortgagers agree that: (a) Mortgagee will not hold the fee in frust; (b) Mortgagee will not keep the fee in an escrow account and Mortgagee will mix the fee with Mortgagee's other funds; (c) Mortgagee will not pay interest on the fee
- 14. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.
- 15. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

WITNESS the hand land seal of Mortgagors the day and year first above written.				
PLEASE		(SEAL) Herther	Lee Meche-Tanal (SEAL)	
PRINT OR	٥.	Gertha L	ee McClure -Parish	
TYPE NAME(S)	·/x,			
BELOW	9			
SIGNATURE(S)	Ox	(SEAL)	(SEAL)	
Person signing immediately below s sure, to the terms of this mortgage at is not personally fiable.	igns to subject his or her interest in the all nd to waive his or her homosti ad exemption	pove described property, including the above described real establishment of the factor of the control of the c	ng any right to possession after foreclo- state. Person signing immediately below. (SEAL)	
State of Illinois, County of Co	ok ss in the State aforesaid	I, the undersigned. DO HEHEBY CERTIFY that	a Notary Public in and for said County. Gertha Lee McClure	
IMPRESS	personally known to r	ne to be the same person	whose name is	
SEAL HERE Given under by hand and official sea	subscribed to the fo acknowledged that set forth, including th	s he signed, sealed free and voluntary e release and waiver of the right	d before me this day in person, and and delivered the said instrument as act for the uses and purposes therein	
	DARY 31, 2000 19	day of At 2000 HOWARD K1	and the second and the second of the second	

"OFFICIAL SEAL"
HOWARD K. KINCH
Notary Public, State of filinois
My Commission Expires Jan. 31, 2000

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