1999-03-18 11:26:57 MORTGAGE (Illingis) Cook County Recorder **NATIONSCREDIT FINANCIAL SERVICES CORP** 316 BURR RIDGE PKWY BURR RIDGE, ILLINOIS 60521 (Above Space For Recorder's Use Only) MAUREEN LEGO! SHEA, A SINGLE WOMAN THIS MORTGAGE, made FEXPLARY 05 th. 19 99 , between herein referred to as "Mortgagors," and NATIONS CREDIT FINANCIAL SERVICES CORPORATION herein referred to as "Mortgagee," witnesseth SAS.A DIVISION OF INTERCOUNTY DOLLARS (\$ 62,010.16 ), 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 02-05-2029 This mortgage secures a note that is a (check one box below) ☐ Variable rate loan NOW, THEREFORE, the Mortgagors to secure the payment of suid principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants 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 presents 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 \_ STATE OF ILLINOIS, to wit: THE NORTH 2 OF LOT 33 AND ALL OF LOT 34 IN BLOCK 57, IN THE SUBDIVISION OF BLOCKS 56, 57, 58, 59, 60 AND 61 IN SOUTH LAWN, BEING OF SECTION 17 AND THE SOUTH 2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 60613 15129 S. VINE; HARVEY, IL. ADDRESS:

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

29-17-101-012

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)

FICIAL COR

1264/0095 10 001 Page 1 of

and not secondarily).

PIN # :

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.

Receipt of pages 1, 2 and 3 acknowledged:

What also pages 1, 2 and 3 acknowledged:

Mortgagor's Initials Date

Mortgagor's Initials Date

ILLINOIS C/E MORTGAGE FORM 013-1041 1/95 (Page 1 of 3)

## Mortgagors hereby covenant, with taid Not gates stollows: CALCOPY

- 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 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 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, furnish 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 of damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, 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 defath nerein, 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 purposes herein authorized and air expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by 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 he etc; 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 thereo.
- 6. Mortgagors shall pay each item of indebtedness increin mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, at unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payar's (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 scid or transferred by Mortgagors 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 attorneys' fees, appraiser's fee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such 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 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 Mortgaghomestead 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 mortgage, 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 sale; (2) the deficiency in case of a sale and deficiency.

- 11. The Martgagee shall have the right than spect the premises at all each able times and to place 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 liable 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, Mortgagors agree that: (a) Mortgagee will not hold the fee in trust; (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...and seal...of Mortgagors the day and year first above written.

PLEASE Maure	en J. O. Juca (SEAL)	(SEAL)
PRINT OR MAUREEN	L. O'SHEA	
TYPE NAME(S)		
BELOW		
SIGNATURE(S)	(SEAL)	(SEAL)
Person signing immediately below signs to subject h sure, to the terms of this mortgage and to waive his o is not personally liable.	nis or her interest in the above described r her hor les ead exemption in the above	property, including any right to possession after foreclo- described real estate. Person signing immediately below  (SEAL)
State of Illinois, County of COOK	ss.,	the undersigned, a Notary Public in and for said County,
DAVERESTATE OF ILLINOIS  NOTARY PUBLIFIES OCT. 28, 2000  My Commission Expires Oct. 28, 2000	personally known to me to be the sa	Usla
Given under by hand and official seal, this Commission expires		Mus Hage
PREPARED BY: JACQUELIN	E GARCIA	Molary Public

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

99262844