

UNOFFICIAL COPY

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvements situated thereon so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessment will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be apied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of the said note; and
- (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

UNOFFICIAL COPY

3703173

Mary Kay Goudling, his wife
Michael G. Goudling

Property of Cook County Clerk's Office

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been provided in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

as mortgagor

mortgagee and Michael G. Goudling and Mary Kay Goudling, his wife
December 28th 19 88, between Crown Mortgage Co.,
Attached to and made a part of the FHA Mortgage dated

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

And three shall lie scattered in any decree for dividing this mort-
gage and be paid out of the proceeds of any sale made in purs-
uance of any such decree: (1) All the costs of such suit or suits,
and attorney fees, sale, and conveyance, including attorney's, solicitor's,
and other fees, and expenses of any such suit or suits,
and attorney fees, less, usually for documentary evidence and
cost of sale, and extra-charge of title; (2) all the moneys
advanced by the mortgagee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured by the mortgage, from the time such advances are
made; (3) all the reasonable expenses of the trial and appeal, if any, and the
expenses of the execution of the decree, if any, for the payment of the
debt demand, attorney fees, and expenses of the trial and appeal, if any;
and (4) all the reasonable expenses of the trial and appeal, if any, and the
expenses of the execution of the decree, if any, for the payment of the
debt demand, attorney fees, and expenses of the trial and appeal, if any;

And in case of insolvency of or in mortgage his said Mortgagor
or any court of law or equity, & in soomable sum shall be allowed
for the collection's fees, and expenses, fees of the complaint,
and in such proceeding, and also for all outlay for defending
such cause and the cost of a complete abstract of title for the pur-
pose of such foreclosure, and in case of any other suit, or legal
proceeding. wherein the Mortgagor shall be made a party thereto
by reason of this Mortgagage, & costs and expenses, and the
execution of easements and charges of the Mortgagor out of the
Mortgagge, to make partials, let services in such suit or pro-
ceedings, shall be a further loss and charge upon the said
Mortgagor under this Mortgage, and all such expenses shall become
so much addditional indebtedness accrued hereby and he will wed
any decree forcing him to pay such additional indebtedness.

Whereas the said Mortgagor shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagor, in his discretion, may keep the same as his personalty and pay such sum or sums as may be necessary to satisfy the demands of such mortgagee or holder of the title to the above described premises and pay all taxes and assessments as may be due on the said premises, pay for and defend the same in good faith, and suffer no damage to the same by reason of any act or omission of the said Mortgagor, his heirs, executors, administrators, successors, assigns, and personalty, officers, partners and successors hereinabove described; and employ other persons and spend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph;

losses, taxes, insurance, and other items necessary for the proper
use and preservation of the property.

In the event of default in making any monthly payment pro-
vided for herein and in the note secured hereby; for a period of
thirty (30) days after the due date thereof, or in case of a breach
of any other covenant or agreement herein stipulated, when the
whole of said principal sum remaining unpaid together with ac-
crued interest thereon, shall, at the option of the mortgagee,
without notice, become immediately due and payable.

§ 34. If the plaintiff, or any party thereto, be condemned under
any of the eminent domain, or acquisition for a public use, the
damages, proceeds, and the compensation, or acquisition, to
the exclusive of the full amount of, such title upon this Act.

35. If the plaintiff, or any party thereto, be condemned under
any of the eminent domain, or acquisition for a public use, the
damages, proceeds, and the compensation, or acquisition, to
the plaintiff, or any party thereto, to be applied directly in an account of the
sum withheld to the mortgagee to the extent of the unpaid balance of the
mortgage, and the note received hereby remains unpaid, it shall be paid
to the plaintiff, or any party thereto, and the title upon this Act.

UNOFFICIAL COPY

Witness the hand and seal of the Mortgagor, the day and year first written.

Michael G. Goulding
Michael G. Goulding

[SEAL]

Mary Kay Goulding
Mary Kay Goulding, his wife

[SEAL]

[SEAL]

[SEAL]

State of Illinois

County of Cook

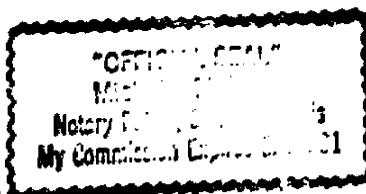
I, the undersigned, Michael G. Goulding, a notary public, in and for the county and State aforesaid, Do hereby Certify That Mary Kay Goulding, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this

day of December A.D. 1988.

Michael G. Goulding
Notary Public

Doc. No.



Filed for Record in the Recorder's Office of

County, Illinois, on the day of A.D. 19

o'clock

and duly recorded in Book

of

page

THIS DOC. PREPARED BY: DEBBIE MASCHKE
CROWN MORTGAGE CO.
6131 WEST 95th STREET
OAK LAWN, ILLINOIS 60453

RECEIVED
REGISTRATION UNIT
CROWN MORTGAGE CO.
6131 WEST 95th STREET
OAK LAWN, ILLINOIS 60453
DOC. NO. 3763173
FILED
4 T.S.

SEARCHED INDEXED SERIALIZED FILED
4 T.S.

REGISTRATION UNIT
CROWN MORTGAGE CO.
6131 WEST 95th STREET
OAK LAWN, ILLINOIS 60453
40-11488-88 DEC 28 1988

3763173