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AFFIDAVIT OF OCCUPANCY

This is to certify that ~~XXX~~ (We), Daniel McLaughlin and Jane McLaughlin, his wife ~~XXX~~ (are) purchasing the subject property through a ----- insured loan. ~~XXX~~ (We) understand that the loan was approved on the basis that ~~XXX~~ (We) will occupy one of the units in this property. ~~XXX~~ (We) understand that occupancy is a condition under which -----

DAMEN SAVINGS AND LOAN ASSOCIATION is making and funding this loan in the amount of \$ 54,000.00. ~~XXX~~ (We) will use one of the units as ~~XXX~~ (our) personal and principal residence.

Should ~~XXX~~ (We), the Borrower(s), fail to own and occupy the premise within 30 days following the closing of this loan, the Lender may do either or both of the following:

1) Recover from Borrower(s) any loss by reason of loss of marketability of the loan by reason of such lack of owner-occupancy.

2) Without the necessity of notice to Borrower(s), accelerate and declare immediately due and payable the entire principal balance and all accrued and unpaid interest on the Loan and Note. Borrower(s) hereby acknowledge ~~xxx~~ and understand ~~xxx~~ that in the event of any such acceleration, and provided Borrower(s) fail ~~xxx~~ promptly then fully to pay and discharge the entire principal balance and all accrued and unpaid interest on the Loan. Lender may, in addition to such other remedies as may then be available to Lender, proceed to foreclose upon the premises by judicial foreclosure proceedings or private trustee's foreclosure, or as may otherwise be provided by applicable law.

IN WITNESS WHEREOF, Borrower(s) have executed this instrument at 5100 SOUTH DAMEN AVENUE CHICAGO, ILLINOIS 60609, on July 1, 19 86.

DM Daniel McLaughlin
JM Jane McLaughlin

Subscribed and Sworn to before me this 1st day of July, 19 86

Donald Wood
Notary Public

My Commission expires February 14, 1988

7052263

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Handwritten signature

Handwritten signature

UNOFFICIAL COPY

0 3 5 3 2 5 6 8

ASSIGNMENT OF RENTS

3532568

7052263-L

Know all men by these presents, that whereas.....

DANIEL McLAUGHLIN AND JANE McLAUGHLIN, HIS WIFE
of the City of Chicago County of Cook and State of Illinois
in order to secure an indebtedness of Fifty Four Thousand and no/100 DOLLARS
executed a mortgage of even date herewith, mortgaging to
DAMEN SAVINGS AND LOAN ASSOCIATION

the following described real estate: Lot 19 in Block 7 in Warren J. Peters Castletowne Sub-
division Unit number 2 being a Subdivision of part of the South 1/4 of the North East 1/4 and part
of the North 60 acres of the South East 1/4 of Section 17, Township 36 North, Range 13 East of
the Third Principal Meridian and also part of outlot 'A' of Castletowne Subdivision Unit number
1 according to the plat thereof recorded of said Warren J. Peters Castletowne Subdivision Unit
number 2 according to the plat thereof registered in the Office of the Registrar of the Cook
County, Illinois on March 11, 1963 as Document LR 2080825. A

5800 Rob Roy Drive, Oak Forest, Il 60452 Permanent Index # 28-17-211-019

and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION
is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the con-
sideration of said transaction, the said Daniel McLaughlin and
Jane McLaughlin, his wife
hereby assign, transfer and set over unto
DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or
which may hereafter become due under or by virtue of any lease, either oral or written, or any letting
of, or any agreement for the use or occupancy of any part of the premises herein described, which may
have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to
by the Association under the power herein granted, it being the intention hereby to establish an absolute
transfer and assignment of all such leases and agreements and all the avails hereunder unto the Asso-
ciation and especially those certain leases and agreements now existing upon the property herein-
above described.

3532568

The undersigned do hereby irrevocably appoint the Association their true and lawful
attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or
arising or accruing at any time hereafter under each and every of the leases and agreements, written
or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable,
as in its discretion may be deemed proper or necessary to enforce the payment or security of such
rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and
all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its dis-
cretion, for such rental or rentals as it may determine, hereby granting full power and authority to
exercise each and every the rights, privileges and powers herein granted at any and all times here-
after without notice to the undersigned or to their executor, administrators and assigns, and
further, with power to use and apply said rents (after the payment of all necessary costs and expenses
of the care and management of said premises, including taxes and assessments, and commission for
leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the
Association at the usual and customary rates then in effect in the City of Chicago, County of Cook,
Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due
or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said
attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain, appoint
or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority
herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions
of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reason-
able care.

This assignment of rents shall operate only after 30 days' default in any of the payments required
by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants
therein contained; and when out of the net rents collected hereunder there shall have been paid all
the said indebtedness and liabilities, then this instrument shall become void and the Association shall
release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured
or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument,
but that the same shall continue in full force until the payment and discharge of any and all indebted-
ness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned have hereunto set their hand and seal
this 1st day of July A. D. 1986

DM Daniel McLaughlin (SEAL)
JM Jane McLaughlin (SEAL)

(SEAL)

UNOFFICIAL COPY

Assignment of Rents

DANIEL McLAUGHLIN AND

JANE McLAUGHLIN, HIS WIFE

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

MAIL TO:

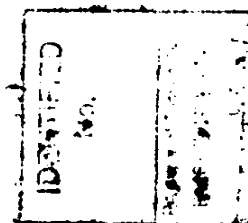
DAMEN SAVINGS AND LOAN ASSOCIATION
5100 SOUTH DAMEN AVENUE
CHICAGO, ILLINOIS 60609

DR 8142-3

CHICAGO TITLE #

70-52-263

8952355



REGISTRAR OF TITLES
JUL 10 10 51 AM '85
8952355

Properly Cook County Clerk's Office

IN DUPLICATE
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This instrument was prepared by:
Laura Ortiz
Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.

Kenneth D. Varak
a Notary Public
in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY that
DANIEL McLAUGHLIN AND
JANE McLAUGHLIN, HIS WIFE
are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 1st day of July, A. D. 1985
[Signature]
Notary Public

STATE OF ILLINOIS
Cook COUNTY OF