

UNOFFICIAL COPY

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AFFIDAVIT OF OCCUPANCY

This is to certify that ~~XXX~~ (We), Ramon Ascencio and Blanca E. Ascencio, his wife and Felipe Cordero and Ofelia Cordero, his wife ~~XXXXX~~ (are) purchasing the subject property through a _____ insured loan. ~~XXXX~~ (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 \$ 57,500.00. ~~XXXX~~ (We) will use one of the units as ~~XXXX~~ (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 or 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 September 16, 19 86.

RA	<u>Ramon Ascencio</u>	FC	<u>Felipe Cordero</u>
BEA	<u>Blanca E. Ascencio</u>	OC	<u>Ofelia Cordero</u>

Subscribed and Sworn to before me this 16th day of September, 19 86

Notary Public

My Commission expires February 14, 1988

UNOFFICIAL COPY ASSIGNMENT OF RENTS 3554583

Know all men by these presents, that whereas, Ramon Ascencio and Blanca E.

Ascencio, his wife and Felipe Cordero and Ofelia Cordero, his wife of the City of Chicago County of Cook and State of ILLINOIS in order to secure an indebtedness of Fifty Seven Thousand Five Hundred & no/100 DOLLARS executed a mortgage of even date herewith, mortgaging to DAMEN SAVINGS AND LOAN ASSOCIATION the following described real estate:

All of Lot 16, the South 6 feet of Lot 17, in Block three, in Tyrrell's Subdivision of the West 8-3/4 Acres of the North 14 Acres of the South 42 Acres of the West half of the South East quarter of Section 1, Town 38 North, Range 13 East of the Third Principal Meridian.

4535 South California, Chicago, Illinois 60632 Permanent Index # 19-01-416-013

3554583

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 consideration of said transaction, the said Ramon Ascencio and Blanca E. Ascencio, his wife and Felipe Cordero and Ofelia Cordero, 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

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 discretion, 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 hereafter without notice to the undersigned or to their executors, 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 reasonable 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 indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned have hereunto set their hands and seals this 16th day of September 1986 A. D. 1986

RA Ramon Ascencio BEA Blanca E. Ascencio (SEAL) FC Felipe Cordero (SEAL) OC Ofelia Cordero (SEAL)

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STATE OF ILLINOIS
COUNTY OF Cook ss.

I, Kenneth D. Vanek, a Notary Public
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-
TIFY that RAMON ASCENCIO AND BLANCA E. ASCENCIO, HIS WIFE AND
FELIPE CORDERO AND OFELIA CORDERO, HIS WIFE

who are personally known to me to be the same person^S whose name^S
are 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.

GIVEN under my hand and Notarial Seal, this 16th
day of September, A. D. 1986

Kenneth D. Vanek
Notary Public

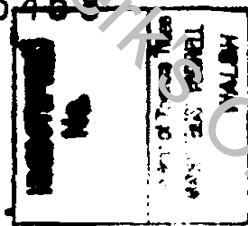
This instrument was prepared by:
Laura Ortiz
Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.

Property of Cook County Clerk's Office

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355459

REGISTERED
HARRY (BOB) JOHNSON
1986 OCT 14 11 51



CHICAGO TITLE BKS
952381

DR# 8215-7

Assignment of Rents

RAMON ASCENCIO AND
BLANCA E. ASCENCIO, HIS WIFE AND
FELIPE CORDERO AND
OFELIA CORDERO, HIS WIFE

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

DAMEN SAVINGS AND LOAN ASSN.
5100 So. Damen Ave.
Chicago, IL 60609

MAIL TO: