

# UNOFFICIAL COPY

AFFIDAVIT OF OCCUPANCY 7 7 1 8 5 1

This is to certify that ~~xxx~~(we), Tony Holubek and Donna Holubek, his wife (~~and~~ (are) purchasing the subject property through an un-insured loan. ~~xx~~ (we) understand that the loan was approved on the basis that ~~xx~~ (we) will occupy one of the units in this property. ~~xx~~ (We) understand that occupancy is a condition under which

DAMEN SAVINGS AND LOAN ASSOCIATION is making and funding this loan in the amount of \$ 36,800.00. ~~xxx~~ (We) will use one of the units as ~~my~~ (our) personal and principal residence.

Should ~~xxx~~(we), the Borrower(s), fail to own and occupy the premises at 1029 S. Monitor, Chicago, Ill, within 30 days following the closing of this loan, the Lender may do the following:

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, understand and agree that in the event of any such acceleration, and provided Borrower(s) failed 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.

The undersigned further agrees that if they do not take possession of the premises legally described in the mortgage within 30 days after the disbursement of the mortgage, then at the election of the Association, the undersigned shall pay interest at the rate of two percent (2%) per annum above the stated interest rate provided therein on the unpaid balance of the indebtedness. This rate may be charged so long as said default shall continue.

IN WITNESS WHEREOF, Borrower(s) has executed this instrument at

Chicago, on Jan 6 1992

Tony Holubek

TH

Donna Holubek

DH

Subscribed and Sworn to before me this 6<sup>th</sup> day of Jan, 1992

9-8-92  
My commission expires 1992

OFFICIAL SEAL  
JAMES R. GALLAGHER  
Notary Public State of Illinois  
My Commission Expires 9-8-92

I, James R. Gallagher, attorney for Tony Holubek

Donna Holubek, have read, approved and explained this affidavit to my clients. They fully understand the consequences should they not fulfill the conditions of this mortgage.

James R. Gallagher

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Property of Cook County Clerk's Office

*M*

THIS INDENTURE WITNESSETH: That the undersigned

TONY HOLUBEK AND DONNA HOLUBEK, HIS WIFE

of the City of Chicago County of Cook State of Illinois hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

DAMEN SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 31 in Block 8, in William F. Higgins' Park Addition, being a Subdivision of that part of the West half of the South East quarter of Section 17, Township 33 North, Range 13, East of the Third Principal Meridian, lying South of the South line of Right of Way of the Baltimore and Ohio Chicago Terminal Railroad.

1029 South Monitor, Chicago Illinois 60644  
Permanent Index # 16-17-408-010

"This mortgage hereby incorporates the Affidavit of Occupancy dated January 6, 1989."

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, inside or outside awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of

THIRTY SIX THOUSAND EIGHT HUNDRED AND NO/100 - Dollars (\$ 36,800.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of

THREE HUNDRED EIGHTY FOUR AND 29/100 OF DOLLARS \$384.29 or more

on the 1st day of each month, commencing with February 1, 1989 until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable on the date hereafter set the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on or out of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated hereto and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability, under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagor may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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