

# UNOFFICIAL COPY

## AFFIDAVIT OF OCCUPANCY

This is to certify that ~~it~~ (we), Hector De Santiago and  
Otilia R. De Santiago, his wife ~~(are)~~ (are)  
 purchasing the subject property through an un-insured loan. ~~It~~ (we)  
 understand that the loan was approved on the basis that ~~it~~ (we) will  
 occupy one of the units in this property. ~~It~~(We) understand that  
 occupancy is a condition under which

DAMEN SAVINGS AND LOAN ASSOCIATION

is making and funding this loan in the amount of \$ 24,000.00  
~~It~~ (We) will use one of the units as ~~my~~ (our) personal and principal residence.

Should ~~it~~(we), the borrower(s), fail to own and occupy the premises at 4829 S. Damen, Chicago, IL, 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 ~~and understand~~ that in the event of any such acceleration, and provided Borrower(s) fail ~~to~~ 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) have executed this instrument at Chicago, Ill., on March 20, 1987.

HDS

Hector De Santiago

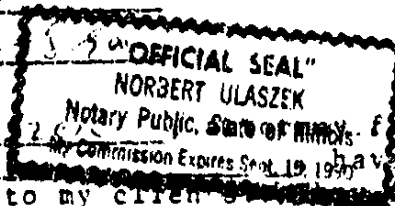
ONS

Otilia R. De Santiago

Subscribed and Sworn to before me this 21 day of March, 1987.

Norbert Ulaszek

My commission expires 9-30-89



I, Resident of USA, for Purchaser have read, approved and explained this affidavit to my client Resident fully understand the consequences should they not fulfill the conditions of this mortgage.

Norbert M. Ulaszek

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Property of Cook County Clerk's Office

NOTE IDENTIFIED

UNOFFICIAL COPY 3782303

# MORTGAGE

3782303

THIS INDENTURE WITNESSETH: That the undersigned .....

HECTOR DE SANTIAGO AND OTILIA R. DE SANTIAGO, 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 38 (except the South 9 feet thereof) and Lot 39 (except the North 12 feet thereof) in Block 23 in the Chicago University Subdivision in Section 6 and 7, Town 38 North, Range 14, East of the Third Principal Meridian.

4829 South Damen, Chicago Illinois 60609  
Permanent Index # 20-07-208-005

3782303

"This mortgage hereby incorporates the Affidavit of Occupancy dated March 20, 1989."

TOGETHER with all buildings, improvements, fixtures, 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors, windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stove, 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 pledged, 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 be Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of

TWENTY FOUR THOUSAND AND NO/100----- Dollars (\$ 24,000.00 ), which note,

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

THREE HUNDRED THIRTEEN AND 85/100 or more----- DOLLARS (\$ 313.65 or more)

on the 1st day of each month, commencing with May 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, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account 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 herein 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 less of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee 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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MORTGAGE

Loan No.

CHICAGO TITLE INS.

6th 96918

HECTOR DE SANTIAGO AND

CELILIA DE SANTIAGO, HIS WIFE

3722303

DO

DAMEN SAVINGS AND LOAN ASSOCIATION

89 MAR 28 PM 3: 26

CAROL M. HALL, CLERK  
REGISTRAR OF TITLES

DAMEN SAVINGS and LOAN ASSOCIATION

5100 South Damen Avenue  
Chicago, Illinois 60609

Damen Savings and Loan Association  
5100 South Damen Avenue, Chicago, Ill.

My Commission Expires

MY COMMISSION EXPIRES 8/14/88  
NOTARY PUBLIC STATE OF ILLINOIS  
KENNETH D. VANEK  
OFFICIAL SEAL

I, Kenneth D. Vaneck, a Notary Public in and for said county, the State aforesaid, DO HEREBY CERTIFY that Hector De Santiago and Celilia R. De Santiago, his wife personally known to me to be the same persons whose names (check here) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the claim of homestead of the State of Illinois.

STATE OF ILLINOIS  
COUNTY OF COOK

day of March A.D. 1989  
Hector De Santiago  
Celilia R. De Santiago  
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20th day of March A.D. 1989

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time and with out notice to the Mortgagee or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such receiver, and such receiver, shall be appointed by the court and the Mortgagee's sale, toward the satisfaction of the indebtedness, including the expenses of such receiver, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of seven per cent (7%) per annum, which may be paid or incurred by or on behalf of the Mortgagee or the Mortgagee's receiver, and the proceeds of such sale shall be applied to the satisfaction of the indebtedness together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding including proceeds of such receiver, and (b) preparations for the commencement of any suit for the foreclosure thereof of this mortgage; or the note hereby secured; or (c) preparations for the defense of or intervention in any suit or proceeding or any receiver or conservator of the premises, whether or not actually commenced, or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced, or the event of a foreclosure sale of said premises, there shall first be paid out of the proceeds thereof all of the aforesaid items.

(3) That in the event of the assignment, renewal, or extension of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any said property, or upon the filing of a proceeding in bankruptcy or liquidation under the laws of any state or territory of the United States, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereof, by created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises encumbered without offering the several parts separately.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at a later date, or at a later date, in no event, shall in having been advanced, shall have been repaid in part and further advanced, and the original principal amount of any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under section A(4) above, or for other purposes.

B. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any money paid or disbursed by the Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that shall not be obtained upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but no act hereunder, and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

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