

UNOFFICIAL COPY

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AFFIDAVIT OF OCCUPANCY

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

DAMEN SAVINGS AND LOAN ASSOCIATION

is making and funding this loan in the amount of \$ 50,000.00
~~XXXX~~(We) will use one of the units as (my) (our) personal and principal
residence.

Should ~~XXXX~~(we), the Borrower(s), fail to own and occupy the
premises at 5645 S. Richmond, Chicago, 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(s) and understand(s) that in the event of any such
acceleration, and provided Borrower(s) fail(s) 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, on April 30
1989.

VS Martin Sahagun
VS Veronica Sahagun

3793315

Subscribed and Sworn to
before me this 30th day
of April, 1989

FEDERAL BUREAU OF INVESTIGATION
JAMES H. GALLAGHER
Notary Public
My Commission Expires

My commission expires 9-5-92

I, James H. Gallagher, attorney for Martin Sahagun
& Veronica Sahagun, 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 H. Gallagher

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Property of Cook County Clerk's Office

2025/07/28

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MORTGAGE

3793315

THIS INSTRUMENT WITNESSETH: That the undersigned _____

MARTIN SAHAGUN AND VERONICA SAHAGUN, 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 21 in Block 3 in Marcus H. Ruebeck's Subdivision of Block 7, (except the West 1/2 of the West 1/2 thereof) and Block 8 in Mahan's Subdivision of the South half of the North West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.

5845 South Richmond, Chicago Illinois 60629
Permanent Index # 12-13-129-015

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

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter created thereon, including all contents, equipment, fixtures or articles, whether in single 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 is necessary to possess in customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-door mats, awnings, doors and water heaters full of which are declared to be a part of the 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 right 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 FIFTY THOUSAND AND NO/100 Dollars \$ 50,000.00

together with interest thereon as provided by said note, to be paid in monthly installments of FIVE HUNDRED FORTY SIX AND 52/100 or more Dollars \$ 546.52 or more

on the 1st day of each month, commencing with June 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, that the amount of principal balance then remaining due secured by this mortgage shall be immediately due and payable in full hereafter to the option of the owner or holder of this mortgage. Assumption 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 which are a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12%) of the remaining secured amount, 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 Mortgagee'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 hereinafter 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 awards 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 currency, 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 premises 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 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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2/19/84
MTR

Loan No. DR 8577-0

MORTGAGE

MARTIN SAHAGUN AND

VERONICA SAHAGUN, HIS WIFE

7923215

SAHAGUN SAVINGS AND LOAN ASSOCIATION

1000 NORTH MICHIGAN STREET
CHICAGO, ILLINOIS 60611

7923215

SAHAGUN SAVINGS AND LOAN ASSOCIATION

1000 North Michigan Avenue
Chicago, Illinois 60611

970611
OTW

6100 South Chicago Avenue, Chicago, Ill.
Lender's Office

NOTARY PUBLIC STATE OF ILLINOIS
KENNETH D. VANAK
OFFICIAL SEAL

DO HEREBY CERTIFY that
Kenneth D. Vanak
County of Cook
State of Illinois
is a Notary Public in and for said county, in the State aforesaid.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this
April 11, 1984

Martin & Sahagun
Veronica Sahagun
VS
VS

That in the case of failure to perform any of the covenants herein, the Mortgagee may do as the Mortgagee's agent everything no consented; that the Mortgagee may also do any act it may deem necessary to protect the lien hereon; 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 become on such additional conditions hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the fund or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed to require the Mortgagee to advance any money for any purpose not to do as set forth; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do as the Mortgagee's agent everything no consented; that the Mortgagee may also do any act it may deem necessary to protect the lien hereon; 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 become on such additional conditions hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the fund or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed to require the Mortgagee to advance any money for any purpose not to do as set forth; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder:

8. MORTGAGEE FURTHER COVENANTS: