UNOFFICIAL COPY AFFIDAVIT OF OCCUPANCY AFFIDAVIT OF OCCUPANCY

This is to certify that (I) inskx
Nora Rodriquez, divorced and not since remarried (am) inter purchasing the subject property through an un-insured loan. (I) interx
understand that the loan was approved on the basis that (I) ###################################
occupy one of the units in this property. (I) in it (I) in that
occupancy is a condition under which
DAMEN SAVINGS AND LOAN ASSOCIATION
is making and funding this loan in the amount of \$ 47,000.00 .
(I) THEY will use one of the units as (my) faux's personal and princi-
pal residence.
Should ($%$) INEXX the Borrower(xx fail to own and occupy the
premises at 5340 S. Richmond, Chicago, Il, within 30 days following the
closing of chis loan, the Lender may do the following:
Without the necessity of natice to Borrower (%)x accelerate and
declare immediately due and payable the entire principal balance and
all accrued and unprid interest on the Loan and Note. Borrower (xxx
hereby acknowledge(s) and understand(s) that in the event of any such
acceleration, and provided Borrower (**)xfail(s) promptly than 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 oreclosure 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 posses-
sion of the premises legally described in the mortgage within 30
days after the disbursement of the mortgege, then at the election of
the Association, the undersigned shall pay interest at the rate of two percent (2%) per snnum above the stated interest rate provided
therein on the unpaid balance of the indebteoness. This rate may be
charged so long as said default shall continue.
Charged so long as said delanit shair concimue.
IN WITHESS WHEREOF, Borrower ont has executed this instrument at
- 10 Alla - T
19 01
NR Mara Rodes
NR 71000 UVO LOCATION
3813673
Substitled and Sworn to
hefere me this 1077 + day
of 116 Production
CHOCORE LAND
MOTARY PHILIC STATE OF RESIDEN
M7 COMMENSANT TOP APR. 11, 1991
My commission expires 4-11-71
I, OFRAIDINE BORJA-, accorney for NORA RAPRICUE
I, OFRAIDINE BORJA-, attorney for NORA RADRICUE
, mave read, approved and
explained this affidavit to my clients. They fully understand the
consequences should they not fulfull the conditions of this mortgage.
W Low K
- / contain / for

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SIMMUSC SAS

UNOPPICATOR

Know all much by these presents, that whereas

381367.1

NORA	RODRIGUEZ	DIVORCED	AND	NOT	SINCE	REMARRIED
	<u></u>					

executed a mortgage of even date herewith, mortgaging to

DAMEN SAVINGS AND LOAN ASSOCIATION

the following described real estate:

Lot 17 (except the North 16 feet 1-3/8 inches thereof) and Lot 18 in Block 12 in the Subdivision of the East & of the Southwest & of Section 12, Township 38 North, Range 13, East of the Third Frincipal Meridian, in Cook County, Illinois.

5340 South Richmond, Chicago Illinois Permanent Index # 19-12-318-036

DAMEN SAVINGS AND LOAN ASSOCIATION and, whereas, .

is the holder of said mortgage and the note secured thereby:

NOW, THEP EFORE, in order to further secure said indebtedness, and as a part of the consideration of said transittion, the said Nora Rodriguez, divorced and not since remarried ************

hereby assign S., transfer .S and set... S over unto

DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the 4.5 ciation, 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 nervin 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 Assoc.ation and especially those certain leases an agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the Association, her time and lawful attorney in fact, in the name and stead of the undersigned to collect all of said texts 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 premise, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to inforce 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 premira to any party or parties at its discreation, 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 her 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 takes 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 Cock, 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 bensin 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 WITHESS	whereof the s	ndersigned has / Ya	wezherevato set	her	ៈដំណាលី ដ	ind seal
this	18th	day of	July	A. D. 19	89		

NR Maro Randisks

STATE OF ILLINOIS COUNTY OF.....

<u>UNOFFICIAL COPY</u>

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			foregoing	Instrumen	
said Instrume	nt en	ier	free and	voluntary:	sci- l'or
pones therein	sek forth.				
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JULY	, A. D. 1	13		1 - 1	1
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	*******	/ Jare	wor	PUI	Oree
~~~·	-	7		Notary	Pablic.
-		1			
<u> </u>					
7	said Instrume poses therein under my hand	said Instrument as	said Insrument as her	said Insrument as her free and posses therein sex forth. under my hand and Notarial Sec. type	under my hand and Notarial Soul, tha. 18th

MANN MARY NOTARY Ox Coot County

Ortiz

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

DENTIFIED NS

. 196

3813674 430872 ssignment of Rents

DR# 8622-4

NORA RODRIGUEZ, DIVORCED AND

DAMEN SAVINGS AND LOAN ASSOCIATION NOT SINCE REMARRIED

5100 So. ٦I Gamen Ave. DAMEN SAVINGS AND LOAN ASSN.

:OT JIAM