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When recorded return to:

WELLS FARGO SERVICES COMPANY
P.O. BOX 31557
BILLINGS, MT 59107



Doc#: 070117133 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2007 12:58 PM Pg: 1 of 5

Property of Cook County Clerk's Office

AFFIDAVIT

LOAN# 65014168251xxxxb

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When recorded return to:
Wells Fargo Services Company
PO Box 31557
Billings, MT 59107

AFFIDAVIT

Loan# **65014168251xxxkb**

Tax ID# **14-16-303-040-1104**

The undersigned, on behalf of **Wells Fargo Bank, N.A.**, whose address is 2324 Overland Ave Billings MT 59102 ("Bank"), being first duly sworn, hereby attests as follows:

That Bank claims as interest in the following described property: **See Attached Legal Description** That such an interest is claimed by virtue of a certain mortgage or deed of trust ("the Security Instrument") given by **Catherine L. Oddohan, An Unmarried Person** ("Mortgagor <<s>>"), having an address of 2180 North Marine Drive #911, Chicago, IL 60613-0000 for the benefit of Bank, dated 04/18/2006, and securing a line of credit in the amount of \$26,385.00; and That Mortgagor <<s>> signed and delivered to Bank, as an integral part of the Security Instrument, a certain Rider to that Security Instrument; and That Bank caused said Security Instrument to be recorded in the Cook County recorder's office in Book n/a, Page n/a as document no. 0612842045; however, the Rider inadvertently was not included with security Instrument for recording. The executed original of the Rider is attached to this Affidavit. Bank is filing this Affidavit to provide notice to the World of its interest pursuant to the terms and provisions of the Rider to said Security Instrument; and That all notices or claims relating hereto may be given to Bank at Wells Fargo Bank 2324 Overland Ave Billings MT 59102.

Denise Harris, being duly sworn on oath says that she is a VP Loan Documentation Officer of Wells Fargo Bank, N.A.; that s/he has actual personal knowledge of the facts stated in this Affidavit; and that all statements in this Affidavit are true to the best of her/his knowledge.

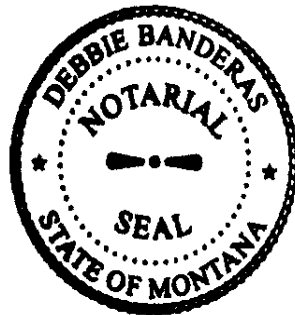
Date: **12/15/2006**

Wells Fargo Bank, N.A.
By: Denise Harris
Denise Harris, VP Loan Documentation Officer

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On the above date, the foregoing instrument was acknowledged before me by the above named officers.

Debbie Banderas
Debbie Banderas
Notary Public for the State of Montana
Residing at **Billings**, Montana
My Commission Expires: **09/20/2010**



This instrument was drafted by: **Debbie Banderas**, Clerk
Wells Fargo Bank
2324 Overland Avenue, P. O. Box 31557, Billings, MT 59107-1557

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HOME ASSET MANAGEMENTSM ACCOUNT RIDER TO SECURITY INSTRUMENT

Reference Number: 20060824900078

THIS HOME ASSET MANAGEMENTSM ACCOUNT RIDER is made on **04-18-2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **04-18-2006**, given by the undersigned (individually and collectively referred to as the "Borrower") to secure Borrower's Debt Instrument to Wells Fargo Bank, N.A. (the "Lender") dated **04-18-2006**, and covering the property described in the Security Instrument (the "Property") and located at:

4180 NORTH MARINE DRIVE #911, CHICAGO, ILLINOIS 60613-0000
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. The loan agreement referenced in the definition of "Debt Instrument" in the Security Instrument means the EquityLine with FlexAbility[®] Agreement and Disclosure Statement dated **04-18-2006**, together with any amendments thereto, including the Home Asset ManagementSM Account Addendum dated **04-18-2006**.
2. In accordance with the terms of the Debt Instrument, Lender may in its sole discretion offer to increase Borrower's credit limit periodically, subject to the satisfaction of certain qualifying conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A. Any such increase in Borrower's credit limit shall increase the maximum principal sum secured by the Security Instrument. Borrower agrees that any future advances made under any credit limit increases shall have the same lien priority as if the future advances were made as of the date of the Security Instrument.
3. Despite any language to the contrary in the Security Instrument, Borrower covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance given to Wells Fargo Bank, N.A.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Home Asset ManagementSM Account Rider.

Catherine L Odtohan _____ (Seal) 4/18/2006
BORROWER CATHERINE L ODTOHAN DATE SIGNED

BORROWER (Seal) DATE SIGNED

BORROWER (Seal) DATE SIGNED

BORROWER (Seal) DATE SIGNED

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BORROWER _____ (Seal) _____
DATE SIGNED

BORROWER _____ (Seal) _____
DATE SIGNED

BORROWER _____ (Seal) _____
DATE SIGNED

BORROWER _____ (Seal) _____
DATE SIGNED

CLOSING AGENT: ATTACH THIS RIDER TO THE SECURITY INSTRUMENT FOR RECORDING

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STREET ADDRESS: 4180 N. MARINE DRIVE UNIT 911
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-16-303-040-1104

LEGAL DESCRIPTION

UNIT 911 IN THE POLO TOWER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 25 FEET OF LOT 3, ALL OF LOTS 4, 5 AND 6 AND LOT "A" (EXCEPT THE WEST 125 FEET) IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13 AND LOT 25 (EXCEPT THE WEST 125 FEET) IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13 AND LOT 25 (EXCEPT THE WEST 550 FEET THEREOF) TOGETHER WITH ACCRETIONS THERETO IN SIMMONS AND GORDONS ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0011054423, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

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