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Doc#: 0822045025 Fee: \$42.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/07/2008 09:58 AM Pg: 1 of 3

Prepared by:
Laurie Dalton

Return to:
Taylor Bean & Whitaker Mtg. Corp.
1417 North Magnolia Avenue
Orlando, Florida 34475-9078



TBW Loan #: 1506013
MIN #: 100029500015060134

STATE OF Florida
COUNTY OF Marion

SCRIVENER'S AFFIDAVIT OF CORRECTION

Heretofore **Cathy N. Gainings** executed and delivered to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary, and **Taylor, Bean & Whitaker Mortgage Corp., ("Lender")**, That certain **Mortgage to Secure Debt**, dated **December 21, 2006**, filed and recorded **January 16, 2007**, in BK **N/A**, PG **N/A**, as Inst # **0701655098** in Official Records, of the public records of **Cook County**, State of **Illinois** and given to secure that certain Note of said date therewith in the original principal sum of **\$ Three Hundred Forty Five Thousand and no/100 (\$345,000)**.

Property Address: 4859 S. Langley Avenue, Chicago IL 60615

*****By mistake of the scrivener of the aforesaid Mortgage to Secure Debt, the Prepayment Option Rider was erroneously omitted from the mortgage, and hereby made apart hereof.**

Therefore, the undersigned file auditor of **Mortgage Electronic Registration Systems, Inc.** Acknowledges that the correct information contained herein replaces the erroneous information contained in the said Mortgage and the purpose of this affidavit is to incorporate the correct information, by reference. File number being: **1428574**.

Witness: JoAnn Hinz

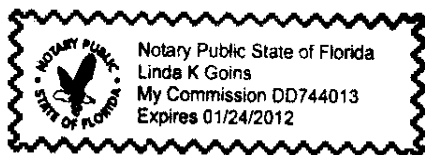
Marisol Silva, Vice President

Witness: Laurie Dalton



Sworn to and subscribed before me this 9th day of July, 2008.

Notary Public: Linda K. Goins



Handwritten initials and date: EY, 8/3, 5/11, M.Y., 11/12

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Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

PREPAYMENT OPTION RIDER

Date: **December 21, 2006**

Loan Number: **1506013**

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into that certain Deed of Trust, Mortgage or Security Deed of even date herewith (the "Security Instrument") executed by borrower, as trustor, in favor of:

Taylor, Bean & Whitaker Mortgage Corp.

("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Option Rider (the "Rider") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section 4 of the Note is amended to read in its entirety as follows:

4. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A prepayment of the entire unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Except as provided below, I may make a full prepayment or a partial prepayment without paying any penalty. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first **3** year(s) after the execution of the Security Instrument, I make a full prepayment or a partial prepayment, I will pay a prepayment charge. If within the first year after the execution of the Deed of Trust I make a full prepayment or a partial prepayment, I will pay a prepayment charge in an amount equal to three percent (3%) of the total loan amount. If within the second year after the execution of the Deed of Trust I make a full prepayment or a partial prepayment, I will pay a prepayment charge in an amount equal to two percent (2%) of the total loan amount. If within the third year after the execution of the Deed of Trust I make a full prepayment or a partial prepayment, I will pay a prepayment charge in an amount equal to one percent (1%) of the total loan amount.

By signing below, borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

Cathy N. Gathings 12/21/06

CATHY N. GATHINGS Date

Date

Date

Date

Date

Date

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LEGAL DESCRIPTION ATTACHMENT

LOT 25 (EXCEPT THE WEST 6 FEET THEREOF) IN A. G. SPAULDING'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 20-10-212-020

Address of Property (for identification purposes only):

Street: 4859 SOUTH LANGLEY AVENUE
City, State: CHICAGO, Illinois
Unit/Lot:
Condo/Subdiv: A. G. SPAULDING'S SUBDIVISION

Property of Cook County Clerk's Office