



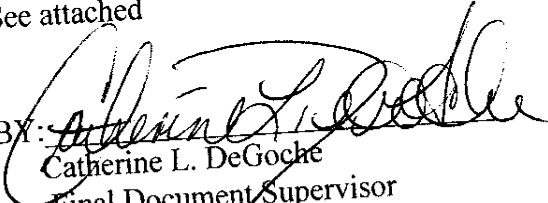
Doc#: 1022510001 Fee: \$68.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/13/2010 09:43 AM Pg: 1 of 4

State of Tennessee  
County of Williamson  
1100892457

**Scrivener's Affidavit**  
**(Reference to Deed of Trust of record in Volume NA Page NA Instrument**  
**0910026366**

Comes now Franklin American Mortgage Company, headquartered at 501 Corporate Centre Drive, Suite 400, Franklin, Tennessee, by and through its authorized agent, and stated on oath:

That Franklin American Mortgage Company prepared a certain Deed of Trust dated March 24, 2009, Cleotha Jones and Kimberly Jones herein conveyed certain property to the Trustee for Mortgage Electronic Registration Systems, Inc., solely as nominee for Franklin American Mortgage Company, the lender  
That the information set forth in said Deed of Trust fails to identify the VA Guaranteed Loan and Assumption Policy Rider  
That the said Deed of Trust was originally recorded with the Register of Deeds of the County of Cook State Illinois of Volume NA Page NA Instrument Number 0910026366 recorded April 10, 2009  
That the VA Guaranteed Loan and Assumption Policy Rider was omitted from the Deed of Trust in which is hereby corrected, as follows:  
See attached

BY:   
Catherine L. DeGoche  
Final Document Supervisor  
Franklin American Mortgage Company

N  
4  
2  
2  
2  
2

**UNOFFICIAL COPY**

Personally appeared before me, the undersigned notary public in and for said county and state the within named Catherine L. DeGoche the Final Document Supervisor of Franklin American Mortgage Company with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and seal at Franklin, Tennessee, this 12th day of May

April H. Bell  
Notary Public

7-5-2011  
My commission expires

Prepared BY and Return To:  
Franklin American Mortgage Company  
501 Corporate Centre Dr., Suite 400  
Franklin, TN. 37067

Legal Description:

Lot 9 in Newbury Estates Phase 1, Being a subdivision of part of the East ½ of the Northwest ¼ of Section 20, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number, Property ID: 31-20-108-004-0000

Property address:  
1005 Warwick Dr.  
Matteson IL 60413

# UNOFFICIAL COPY

JONES  
Loan Number 1100892457  
Case Number 28-28-6-0766697  
MIN 100052211008924571

## V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 24TH day of MARCH, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to FRANKLIN AMERICAN MORTGAGE COMPANY, (herein "Lender") and covering the Property described in the Security Instrument and located at:

1005 WARWICK DRIVE, MATTESON, ILLINOIS 60443.

(Property Address)

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:  
If the indebtedness secured hereby be guaranteed or insured under Title 33, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

MULTISTATE V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER  
GV3059-1

10/03

# UNOFFICIAL COPY

**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

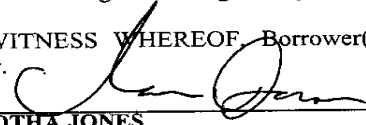
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:


(a) **ASSUMPTION FUNDING FEE:** A fee equal to one half percent (.500%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U. S. C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.

  
\_\_\_\_\_  
CLEOTHA JONES (Seal)  
-Borrower

  
\_\_\_\_\_  
KIMBERLY JONES (Seal)  
-Borrower

Clerk's Office