

UNOFFICIAL COPY



Doc#: 1228410008 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2012 10:04 AM Pg: 1 of 5

LOAN # 0003023711
Prepared By and Return To:
PNC Mortgage a Division of PNC Bank, NA
3232 Newmark Drive/ 26-YM13-01-1
Miamisburg, OH 45342
Attn: Pamela A. Slightam

AFFIDAVIT OF CORRECTION

This Affidavit of Correction is incorporated into and shall be deemed to amend and supplement the **Mortgage** dated **02/04/2004** given by **Ian Cohen and Sandra Cohen, Husband and Wife** (borrowers), to **Chicago Financial Services, Inc.** (lender), covering the property described as:

Property Address: 3432 Whirlaway Drive, Northbrook, Illinois 60062

Lot 9 in the Stonegate Subdivision, being a Subdivision of the Northwest ¼ of Section 20 and the Southwest ¼ of Section 17, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

04-17-309-003-0000

Said **Mortgage** was recorded on **03/04/2004** in Book, **N/A**, Page **N/A**, and/or **instrument/File number 0406435142**. Correction of the aforesaid described **Mortgage** is being made for the following reason:

PUD name was omitted from Plan Unit Development Rider. Should read: Stonegate

**PNC Mortgage, a Division of PNC Bank,
National Association**

DATE: 09/25/2012

Dewolfe R. Turpeau III, Assistant Vice President

S Y
P 5
S N
M N
SC Y
E Y
INT Y

UNOFFICIAL COPY

CORPORATE ACKNOWLEDGEMENT

State of Ohio
County of Montgomery

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Dewolfe R. Turpeau III, Assistant Vice President of PNC Mortgage, a Division of PNC Bank, National Association**, who acknowledged that (s) he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his/her free act and deed personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand, this **25th** day of **September, 2012**.



Hope M. Harvey
Hope M. Harvey, Notary Public
Notary Public, State of Ohio
My commission expires **06/25/2013**

Proprietor of County Clerk's Office

UNOFFICIAL COPY

3023711

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this ~~20th~~ ^{17th} day of ~~July~~ ^{February} 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to PNC Mortgage, a division of PNC Bank, National Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3432 Whirlaway Dr., Northbrook, IL 60062
 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in


(the "Declaration"). The Property is a part of a planned unit development known as Stonegate

[Name of Planned Unit Development] (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

 -7R (0411)

Page 1 of 3
 VMP Mortgage Solutions, Inc. (800)521-7291

Initials: 



UNOFFICIAL COPY

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials:

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Ian Cohen (Seal)
-Borrower

Sandra Cohen (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Property of Cook County Clerk's Office