



1802229031

Doc# 1802229031 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/22/2018 11:50 AM PG: 1 OF 4

SCRIVENER'S AFFIDAVIT

01146-55083 KM 1/81

State of Illinois)
County of Cook)

WITNESSETH, that the affiant, under oath and being fully advised as to the premises and circumstances, and being of sound mind and of legal age, and in reference to title to the premises, legally described as follows; to-wit:

I Kim Mccants of Stewart Title Company with offices at 9913 Southwest Highway, Oak Lawn, Il, 60453, having personal knowledge of the facts herein stated, under oath depose and say as follows:

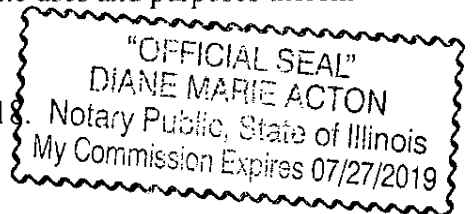
- 1. That the Mortgage from Lima One Capital, LLC, Grantor, to R and D Property Management Group Limited, Grantee conveying that parcels 33-31-105-017-0000 and 32-25-406-021-0000 of real estate located at 2931 225th Street, Sauk Village, IL 60411 and 22003 Torrence Avenue., Sauk Village, IL 60411 and more particularly described on Exhibit A attached hereto and incorporated herein by reference, which mortgage was recorded 01/05/2018 as document number 1800501104 in the Land Evidence Records of Cook County, contains an omission error of the Affidavit of Occupancy document. In order to correct said error, the Affidavit of Occupancy is being recorded. (See exhibit A)

Signed under the penalties of perjury this 18th day of January 2018.

[Handwritten signature]
Affiant

I, the undersigned, a notary public in and for said state and county do hereby certify the Kim Mccants personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of January, 2018.



[Handwritten signature of Diane Marie Acton]
Notary

My Commission Expires: 7/27/19

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Exhibit A

AFFIDAVIT OF OCCUPANCY

Lender: Lima One Capital, LLC

Borrower: R and D Property Management Group Limited

STATE OF IL. }
COUNTY OF COOK }SS

22003 Torrence Avenue, Sauk Village, IL 60411
2831 225th Street, Sauk Village, IL 60411
[Property Addresses]

Before me, the undersigned authority, personally appeared the undersigned **Borrowers**, (herein so called, whether one or more) who, upon being duly sworn on oath stated the following:

1.1 The **Property(ies)** is/are or will be **Borrowers'** Primary Residence. This means at least one of the **Borrower**, who executes the **Note and Deed of Trust or Mortgage** will take title to and occupy the **Property(ies)**. The **Property(ies)** is/are now occupied as the **Borrowers'** principal residence or will be occupied as **Borrowers'** principal residence no later than sixty (60) days after this date or sixty days after the **Property(ies)** shall first become ready for occupancy as a habitable dwelling, whichever is later. The **Borrowers** have no present intention that is contrary to this representation.

1.2 The **Property(ies)** is/are or will be the **Borrowers'** Secondary Residence. A secondary residence is a single family property that either is currently or will be occupied by at least one of the **Borrowers** in addition to their primary residence. It will not be income producing.

1.3 The **Property(ies)** is/are or will be Investment Property. The **Property(ies)** will not be occupied or claimed as primary or secondary residence(s) by any of the **Borrowers**, and may produce revenue. Each **Borrower** now owns, resides on, uses and claims another property or properties which, under the laws of the state in which such properties are located, are entitled to receive homestead exemptions for taxes and/or creditor claims.

1.4 **REFINANCES ONLY**
I/We the undersigned certify that the property(ies) referenced above is/are NOT currently listed for sale or under contract to be listed for sale.

2. **Lender** has advised the **Borrowers** that it has originated the **Loan** in reliance upon the occupancy status being as represented above, and that in consideration of **Lender** making the **Loan**, the **Borrowers** hereby agree to indemnify **Lender** and hold **Lender** harmless from and against any and all loss, damage, liability or expense, including costs

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and reasonable attorneys' fees, to which **Lender** may be put or which **Lender** may incur by reason of or in connection with the Borrowers' misrepresentation as to their occupancy of the Property. **Borrowers** understand that in the event they have misrepresented their occupancy of the Property, Lender may be entitled to receive from the Borrowers an amount sufficient to reduce the principal amount of the Loan to the maximum amount allowed for non-occupant owners under applicable regulations or industry guidelines.

- 3. **Borrowers** further acknowledge that they understand that it is a crime to knowingly make false statements to any federal agency of the United States on this and any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S. Code Sections 1001, 1010 and 1014.
- 4. The agreements and covenants contained herein shall survive the closing of the Loan.

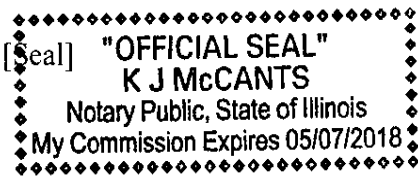
Borrower: R and D Property Management Group Limited

Deon L. Woodard
By: Deon L. Woodard, President

State of IL.
County of Cook

The foregoing instrument was acknowledged before me this 22nd day of December, 2017 by **Deon L. Woodard** as **President of R and D Property Management Group Limited** known to me, or satisfactorily proven to be the person whose name subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.



Notary Public
Notary Printed Name:
[Signature]
My Commission Expires: 5/7/18

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SCHEDULE A

~~Exhibit A~~ Legal Description

PARCEL 1:

LOT 9107 IN INDIAN HILL SUBDIVISION UNIT NO. 9, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 15, 1970 AS DOCUMENT NO. 2521661 AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON OCTOBER 9, 1970 AS DOCUMENT NO. 2525473, IN COOK COUNTY, ILLINOIS.

2831 225th St., Sauk Village, IL 60411
Permanent Index Number: 33-31-105-017-0000

PARCEL 2:

Lot 23 in Indian Hill Subdivision Unit No. 1, being a Subdivision of part of the East 3/4 of the South 1/2 of Section 25, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of Sauk Trail Road, according to the Plat thereof recorded May 28, 1957, as Document 16916761, in Book 493 of Plats of Page 49, in Cook County, Illinois.

22003 Torrence Ave., Sauk Village, IL 60411
Permanent Index Number: 32-25-406-021-0000

Prepared By:

Stewart Title Company
9913 Southwest Highway
Oak Lawn, IL 60453

Mail To:

Warehouse Lending Division
Banc of California N.A.
3 MacArthur Place
Santa Ana, CA 92707