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When recorded, return to:

CHICAGO TITLE
820 PARKVIEW BLVD
LOMBARD, IL 60148
(630) 510-4195



Doc# 1914345071 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/23/2019 02:03 PM PG: 1 OF 4

Prepared by Affiant:

CHICAGO TITLE
820 PARKVIEW BLVD
LOMBARD, IL 60148
(630) 510-4195

SCRIVENER'S ERROR(S) AFFIDAVIT

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

Tonya Manges (Affiant), first being duly sworn, upon my oath, deposes and says:

- That I am an employee of Chicago Title & Trust Company, acting on behalf of, and with the authority of, Chicago Title & Trust Company;
- I have personal knowledge of the facts and matters stated herein.
- That the following instrument through inadvertence, mistake, and error, contains a scrivener's error, in that said instrument Maturity date incorrectly stated on page 11 as February 23, 2049 :

Instrument:	<u>Mortgage</u>
Grantors:	<u>Michael P. Weber and Erin Carlman Weber</u>
Grantee:	<u>TCF National Bank</u>
Date of Instrument:	<u>02/22/2019</u>
Recording Number:	<u>1907318065</u>
Date Recorded:	<u>03/14/2019</u>
PIN#:	<u>17-07-115-013-0000</u>
Legal Description:	<u>SEE ATTACHED</u>

S ✓
P ✓
S |
M =
SC =
E =
INT JD

4. This Affidavit is being filed for record in the County of Cook, State of ILLINOIS, for the purpose of correcting the above mentioned error contained within the aforementioned instrument, by: (Maturity date being corrected to reflect March 23, 2049

which you will find attached to this Affidavit.

Tonya Manges

May 21, 2019

PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

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ACKNOWLEDGMENT BY NOTARY

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On this day of May 21, 2019, before me appeared Tonya Manges, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his/her knowledge and belief, and acknowledged to me that s/he executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

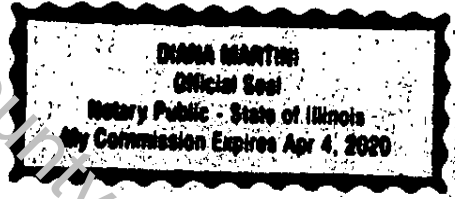
Diana Martini

Diana Martini

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

My commission expires on Apr 4, 2020



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MORTGAGE (Continued)

Page 11

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means MICHAEL P. WEBER and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated February 27, 2019, with credit limit of **\$79,934.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 5.500% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Credit Agreement be less than 6.230% per annum or more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law. The maturity date of the Credit Agreement is March 23, 2049. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means MICHAEL P. WEBER and ERIN CARLMAN WEBER.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means TCF National Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of

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LEGAL DESCRIPTION

Order No.: 19001672RL

For APN/Parcel ID(s): 17-07-115-013-0000

LOT 63 IN J. MASON PARKER'S SUBDIVISION OF BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office