

# UNOFFICIAL COPY



Prepared by and return to:  
National Title Solutions, Inc.  
3550 Hobson Road Suite 101  
Woodridge, IL 60517

Doc# 1935413090 Fee \$88.00

FILE: 20198066

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/20/2019 10:56 AM PG: 1 OF 5

## SCRIVENER'S AFFIDAVIT

Property Address: 12797 Tullmore Lane  
Lemont, IL 60439  
Mortgage Reference: Document #1933808162

I Maureen Bean, [officer] of National Title Solutions, Inc, [firm] with offices at 3550 Hobson Road #101, Woodridge, Illinois, having personal knowledge of the facts herein stated, under oath depose and say as follows:

That the mortgage from **BROOKE DOESCHER AND SEAN DOESCHER** Grantor, to **LOAN CABIN, INC.** Grantee, conveying that parcel of real estate located at **12797 TULLMORE LANE, LEMONT, IL 60439** and more particularly described on **MORTGAGE**, which was recorded as Document No.: **1933808162** on **DECEMBER 04, 2019**, in the Land Evidence Records of the City/Town of **COOK** records, needs a correction page 2 of mortgage to add Planned Unit Development Rider and the signed PUD Rider.

### EXHIBIT "A"

LOT 128 IN THE GLENS OF CONNEMARA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 71, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JULY 27, 2006 AS DOCUMENT NUMBER 0520839075, ALL IN COOK COUNTY, ILLINOIS.

PIN: 22-35-204-004-0000

Signed under the penalties of perjury this 13th day of **DECEMBER, 2019**.

*Maureen Bean*

STATE OF ILLINOIS  
COUNTY OF DUPAGE

In **DUPAGE**, in said County, on this **13TH** day of **DECEMBER, 2019**, before me personally appeared the within-named **MAUREEN BEAN**, to me known and known by me to be the party executing the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth

*Kristin Monachello*  
Notary Public

Print Name: Kristin Monachello  
my commission expires: 10/10/21



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INT

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LOAN #: 135600002743

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Loan Cabin Inc.

Lender is a Delaware Corporation,  
Delaware.  
300, Lombard, IL 60148

organized and existing under the laws of  
Lender's address is 1910 S Highland Ave Suite

(E) "Note" means the promissory note signed by Borrower and dated **November 23, 2019**. The Note states that Borrower owes Lender **FOUR HUNDRED TWENTY THREE THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$423,000.00 )** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2054**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]  
**Fixed Interest Rate Rider**

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



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LOAN #: 135600002743  
 MIN: 1014427-0000002733-1

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23rd** day of **November, 2019** 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 **Loan Cabin Inc., a Delaware Corporation**

(the "Lender")  
 of the same date and covering the Property described in the Security Instrument and located at: **12797 TULLAMORE LN. Lemont, IL 60439-2775.**

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 **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").  
 The Property is a part of a planned unit development known as **GLENS OF CONNEMARA** (the "PUD"). The Property also includes Borrower's interest in the home owners 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



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Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**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 ensure 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



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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.

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

  
\_\_\_\_\_  
BROOKE DOESCHER 12-14-19 (Seal)  
DATE

  
\_\_\_\_\_  
SEAN DOESCHER 12-14-19 (Seal)  
DATE

