



1936116133

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2019 03:02 PM PG: 1 OF 8

Prepared by Affiant:

Chicago Title
10 S LaSalle; Suite 2850
Chicago IL 60603

SCRIVENER'S ERROR(S) AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF Cook) ss

Hayden Daly (Affiant), first being duly sworn, upon my oath, deposes and says:

1. That I am an employee of Chicago Title & Trust Company, acting on behalf of, and with the authority of, Chicago Title & Trust Company;
2. I have personal knowledge of the facts and matters stated herein.
3. That the following instrument, through inadvertence, mistake, and error, contains a scrivener's error, in that said instrument is missing the Fixed/Adjustable Rate Rider:

Instrument: Mortgage

Grantors: David R Clark and Lauren M Clark

Grantee: Citibank, N.A.

Date of Instrument: August 1, 2019

Recording Number: 1922446019

Date Recorded: August 12, 2019

PIN#: 17-17-205-023-0000

Legal Description: SEE ATTACHED

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:

(Attaching Fixed / Adjustable Rate Rider

which you will find attached to this Affidavit.

Hayden Daly

December 27, 2019

PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

Chicago Title (L) 19004426 LP

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ACKNOWLEDGMENT BY NOTARY

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On this day of December 27, 2019 before me appeared Hayden Daly, 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

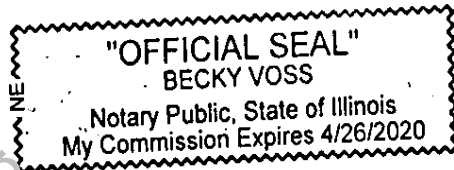
Becky Voss

Becky Voss

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

My commission expires on 4/26/2020



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EXHIBIT A LEGAL DESCRIPTION

Order No.: 19004426LP

For APN/Parcel ID(s): 17-17-205-023-0000 and 17-17-205-024-0000

PARCEL 1:

UNIT 202 IN THE RESIDENCES ON MONROE, A CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 58 AND 59 IN E. K. SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN DUNCAN'S ADDITION TO CHICAGO WITH BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS APPENDIX "A" TO THE DECLARATION OF CONDOMINIUM RECORDED _____, 2019 AS DOCUMENT NUMBER _____ AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-1, LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM, AFORESAID.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**Fixed/Adjustable Rate Rider****(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)**

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of August, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Citibank, N.A.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

1000 W MONROE ST, 202
CHICAGO, IL 60607-2681
(Property Address)

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES. The Note provides for an initial fixed interest rate of 3.000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates. The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of September, 2029, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index. Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

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Citibank 3.2.131.03 V2

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie

Mae Uniform Instrument

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If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

- (C) **Calculation of Changes.** Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & 25/100

percentage points (2.250 %) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

- (D) **Limits on Interest Rate Changes.** The interest rate I am required to pay at the first Change Date will not be greater than 8.000 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8.000 % or less than the Margin.
- (E) **Effective Date of Changes.** My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (F) **Notice of Changes.** The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest

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in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably

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determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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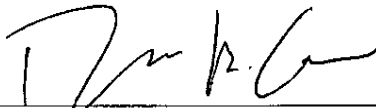
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


 _____ (Seal)
 David R. Clark -Borrower


 _____ (Seal)
 Lauren M. Clark -Borrower

(Sign Original Only)

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Refer to the attached *Signature Addendum* for additional parties and signatures.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR Single Family-Fannie
 Mae Uniform Instrument Form 3137 6/01 (rev. 6/16)
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