

UNOFFICIAL COPY

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Ashley Manley
500 E Ogden Ave Ste 107
Naperville, IL 60563

Property Identification Number:

11-19-326-015-0000

Document Number to Correct:

1922813029



Doc# 2003746243 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/06/2020 03:26 PM PG: 1 OF 5

I, Ashley Manley, the affiant and preparer of this Scrivener's Affidavit, whose relationship to the above-referenced document number is (ex. drafting attorney, closing title company, grantor/grantee, etc.):

SNP Title Co., do hereby swear and affirm that Document Number: 1922813029

, included the following mistake: V.A. Guaranteed Loan and Assumption Policy Rider was not recorded w/ the mortgage

which is hereby corrected as follows: (use additional pages as needed, legal must be attached for property, or attach an exhibit which includes the correction—but **DO NOT ATTACH** the original/certified copy of the originally recorded document): adding va Rider

Finally, I Ashley Manley, the affiant, do hereby swear to the above correction, and believe it to be the true and accurate intention(s) of the parties who drafted and recorded the referenced document.

Ashley Manley
Affiant's Signature Above

2/5/20

Date Affidavit Executed

NOTARY SECTION:

State of IL

County of DuPage

I, A. Cherry, a Notary Public for the above-referenced jurisdiction do hereby swear and affirm that the above-referenced affiant did appear before me on the below indicated date and affix her/his signature or marking to the foregoing Scrivener's Affidavit after providing me with a government issued identification, and appearing to be of sound mind and free from any undue coercion or influence.

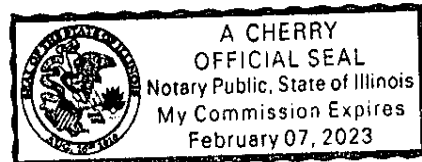
AFFIX NOTARY STAMP BELOW

Notary Public Signature Below

Date Notarized Below

A. Cherry

2/5/2020



UNOFFICIAL COPY

Property of

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

SMITH
Loan #: 400358314
MIN: 200853704003583146
Case #: 28-28-6-0909629

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 9TH day of AUGUST, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to LOANDEPOT.COM, LLC (herein "Lender") and covering the property described in the Security Instrument and located at 1127 OAKTON ST, EVANSTON, IL 60202 (Property Address).

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

© 53.35

Page 1 of 3



0019000000400358314

UNOFFICIAL COPY

400358314

other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding **FOUR** percent (4.000%) of the overdue payment when paid more than **FIFTEEN (15)** days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

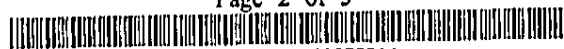
(a) **ASSUMPTION FUNDING FEE:** A fee equal to one half of one percent (0.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

☎ 53.35

Page 2 of 3



0018000000400358314

UNOFFICIAL COPY

400358314

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.

 8/9/17
- BORROWER - JEFFERY S SMITH - DATE -

 8-9-19
- BORROWER - BETHANY L SMITH - DATE -

Cook County Clerk's Office

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

53.35

Page 3 of 3



0018000000400358314

UNOFFICIAL COPY

Lot 7 and lot 8 (except the East 14 feet of said lot 8) in Jennie M. Wheeler's subdivision of lots 1, 2, 3, 4, 18, 19, 20 and 21 in block 4 in Keeney and Barton's Ridge subdivision in South Evanston, being a subdivision of part of the South West quarter of the South West quarter of section 19, Township 41 North, range 14 East of the Third Principal Meridian, according to the plat thereof recorded in book 7 of plats, page 94 in Cook County, Illinois.

PIN: 11-19-326-015-0000

Property Address: 1127 Oakton St , Evanston, IL 60202

Property of Cook County Clerk's Office