



\*2023741015\*

Doc# 2023741015 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/24/2020 12:16 PM PG: 1 OF 5

742802 RSC 10/2

**SCRIVENER'S AFFIDAVIT**

Prepared By: (Name & Address)

Citywide Title Corporation  
850 West Jackson Boulevard  
Suite 320  
Chicago, Illinois 60607

Property Identification Number:

23-05-201-099-0000

Document Number to Correct:

2016255043

I, Patti Crowe, 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.):

closing title company, do hereby swear and affirm that Document Number: 2016255043, included the following mistake: The address of the property incorrectly reads 128 Willow Edge Ct #E on 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): The correct address should read

128 Willows Edge Ct #E

Finally, I, Patti Crowe, 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.

Patti Crowe

7/20/2020

Affiant's Signature Above

Date Affidavit Executed

**NOTARY SECTION:**

State of IL  
County of Cook

I, Brian Fazio, 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

[Signature]

7/20/2020



SV  
P  
S  
M  
SC  
E  
INT

**UNOFFICIAL COPY**

Illinois Anti-Predatory  
Lending Database  
Program  
*corrective*  
Certificate of Compliance



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 23-05-201-099-0000**

**Address:**

**Street:** 128 WILLOWS EDGE CT #E

**Street line 2:**

**City:** WILLOW SPRINGS

**State:** IL

**ZIP Code:** 60480

**Lender:** STEARNS LENDING, LLC.

**Borrower:** Sonia Del Carmen Rivota

**Loan / Mortgage Amount:** \$96,900.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

**Certificate number:** 232994E9-F4A1-491B-887C-47B22A72B6CF

**Execution date:** 4/26/2020

# UNOFFICIAL COPY

5808638125

(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
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify] THDA BECOR
- Second Home Rider
- Biweekly Payment 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 5) 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.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of COOK:

SEE ATTACHED EXHIBIT A

which currently has the address of 128 WILLOW EDGE CT # E, WILLOW SPRINGS, IL 60180 ("Property Address"):  
Willows

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of



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**UNOFFICIAL COPY****PLANNED UNIT DEVELOPMENT RIDER****RIVOTA**

Loan #: 5808638125

MIN: 100183358086381257

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29<sup>TH</sup> day of APRIL, 2020, 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 STEARNS LENDING, LLC, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

128 WILLOW EDGE CT # E, WILLOW SPRINGS, IL 60480

WILLOWS [Property Address]

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 THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known as

**ALPINE HEIGHTS**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners 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

**MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

34.32

Form 3150 1/01 (page 1 of 3 pages)



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# UNOFFICIAL COPY

PARCEL 1: THAT PART OF WILLOW EDGE, BEING A SUBDIVISION OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 7.26 FEET, THENCE SOUTH 50 DEGREES 34 MINUTES 03 SECONDS EAST, A DISTANCE OF 27 FEET; THENCE NORTH 39 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 27 FEET; FOR A PLACE OF BEGINNING; THENCE NORTH 39 DEGREES 25 MINUTES 57 SECONDS EAST, A DISTANCE OF 22 FEET; THENCE NORTH 50 DEGREES 34 MINUTES 03 SECONDS WEST, A DISTANCE OF 27 FEET; THENCE SOUTH 39 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 22 FEET; THENCE SOUTH 50 DEGREES 34 MINUTES 03 SECONDS EAST, A DISTANCE OF 27 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS DATE JANUARY 25, 1998 AND RECORDED APRIL 5, 1988 AS DOCUMENT 88138286.

PIN: 23-05-201-099-0000

Property Address Given:

128 Willows Edge Ct #E

Willow Springs, IL 60480

Cook County Clerk's Office