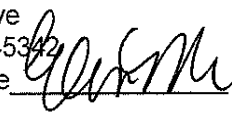


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Doc#. 2103206486 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/01/2021 04:56 PM Pg: 1 of 5

Recording requested/prepared by
And when recorded return to:
Elissa Moore

Collateral Processor, Lien Recording
PNC Bank, NA
3232 Newmark Drive
Miamisburg, Ohio 45342
Preparers Signature 

AFFIDAVIT OF SCRIVENER'S ERROR

I, **Joni L. Mays**, being duly sworn, hereby state that I am a Assistant Vice President of **PNC Bank, National Association**, The lender/grantee of a **Mortgage** dated **August 28, 2020** and executed by **Samuel T Yabes, Jr.** (borrower/grantor), said document was recorded on **09/17/2020** in **Official Records, Document #: 2026106109** in the Recorders Office of **Cook County, Illinois**.

Due to a scrivener's error, correction to the **Mortgage-to correct Condominium Rider project name. See attached Exhibit B**

Address: 1449 W Lexington St Unit B, Chicago IL 60607

PIN: 17-17-304-062-1004


SEE ATTACHED EXHIBIT A:

This Affidavit of Scrivener's Error is being recorded for the sole purpose of correcting this error

DATE:

01/05/2021

PNC Bank, National Association



Joni L. Mays, Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

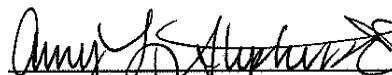
State of Ohio
County of Montgomery

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Joni L. Mays**, Assistant Vice President of **PNC Bank, National Association** who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation and his/her free act and deed personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand, this 5th day of January, 2021.



Amy L. Stephenson, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 28, 2022



Amy Stephenson

Amy Stephenson
County: Montgomery
State: Ohio
Commission# 2017-RE-688033
Expiration: 11/28/2022

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LEGAL DESCRIPTION

Order No.: 20NW7141636NB

For APN/ParcelID(s): 17-17-304-062-1004

PARCEL 1: UNIT 1449-B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1449 WEST LEXINGTON CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 88100057, IN THE WEST 1/2 AND THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO: RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PARCEL 2: THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER 3, A LIMITED COMMON ELEMENT AS SET FORTH IN THE DECLARATION AFORESAID.

Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B****CONDOMINIUM RIDER**

YABES

Loan #: ~~xxxxxx~~4307

THIS CONDOMINIUM RIDER is made this 28th day of August, 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 PNC Bank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1449 W Lexington St Unit B, Chicago, IL 60607

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

1449 West Lexington

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the

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

EX 33.12

Form 3140 1/01 (page 1 of 3 pages)



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Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium Project 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, from 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, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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 insure 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, whether of the unit or of the common elements, 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 Condominium Project, 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

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33.12

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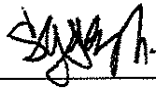
is for the express benefit of Lender;

(iii) termination of professional management and assumption of 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 condominium 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 Condominium Rider.



10/09/2020

- BORROWER - SAMUEL T YABES Jr. - DATE -

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33.12

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