

# UNOFFICIAL COPY

Doc#: 2120245358 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/21/2021 11:54 AM Pg: 1 of 6

## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address) & MAIL TO

Fidelity National Title  
900 W Skokie Blvd Ste 112  
60062

Property Identification Number:

11-29-320-059-1002

Document Number to correct:

2111304220

I, Aishling Martinez, 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: \_\_\_\_\_, included the following mistake:

Missing Condo Rider B  
Fixed Interest Rate Rider

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):

Attaching Fixed Interest Rider B Condo Rider.

Finally, I Aishling Martinez, 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.

Affiant's Signature Above

State of IL

County of COOK

**NOTARY SECTION:**

FIDELITY NATIONAL TITLE  
SC20053880

Date Affidavit Executed 7/15/21

I, Deanne Beth Cooper, 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

Deanne Beth Cooper 7/15/21



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LOAN #: 20128019

MIN: 1001885-0000067172-8

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of February, 2021 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 Draper and Kramer Mortgage Corp., a Corporation

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 1349 W Chase Ave Apt (n) Chicago, IL 60626.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 1349 CHASE CONDOMINIUM

(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 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,

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

Form 3140 1/01

Ellie Mae, Inc.

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F3140RLU (CLS)



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LOAN #: 20128019

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 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.



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LOAN #: 20128019

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

*Betty G. Elias* 2/24/2024 (Seal)  
 \_\_\_\_\_ DATE

BETTY G ELIAS

*Joseph K. Elias* 2/24/2024 (Seal)  
 \_\_\_\_\_ DATE

JOSEPH K ELIAS



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LOAN #: 20128019

## FIXED INTEREST RATE RIDER

THIS Fixed Interest Rate Rider is made this 24th day of February, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Draper and Kramer Mortgage Corp., a Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
1349 W Chase Ave Apt 1W  
Chicago, IL 60626

**Fixed Interest Rate Rider COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that DEFINITION ( E ) of the Security Instrument is deleted and replaced by the following:

( E ). "Note" means the promissory note signed by Borrower and dated February 24, 2021. The Note states that Borrower owes Lender TWO HUNDRED EIGHT THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$208,000.00 ) plus interest at the rate of 2.750 %. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2051.

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

*Betty G Elias* 2/24/2021 (Seal)  
 \_\_\_\_\_ DATE  
 BETTY G ELIAS

*Joseph K Elias* 2/24/2021 (Seal)  
 \_\_\_\_\_ DATE  
 JOSEPH K ELIAS



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## EXHIBIT A

Order No.: SC20053880

For APN Parcel ID(s): 11-29-320-059-1002

For Tax Map ID(s): 11-29-320-059-1002

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PARCEL 1: UNIT 1W, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1349 CHASE CONDOMINIUM, AS DELINEATED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0021115336, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-1 AND P-2, A LIMITED COMMON ELEMENT AS SET FORTH IN SAID DECLARATION AND SURVEY ATTACHED THERETO, COOK COUNTY ILLINOIS.

Office of Cook County Clerk's Office