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21HST 12283

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Hubbard Street Title

15000 S. Cicero Ave

Oak Forest, IL 60452

Property Identification Number:

15-36-407-046-0000

Document Number to Correct:

2200304205

Doc#. 2209421206 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 04/04/2022 11:15 AM Pg: 1 of 5

Attach complete legal description

I, John McCullough/btag, 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:

2200304205, included the following mistake: mortgage recorded without the PUD Rider

which is hereby corrected as follows: (use additional pages as needed), or attach an exhibit which includes the correction—but **DO NOT ATTACH** the original/certified copy of the originally recorded document: Recording this to add PUD Rider to mortgage 2200304205

Finally, I John McCullough/btag, 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

Date Affidavit Executed

NOTARY SECTION:

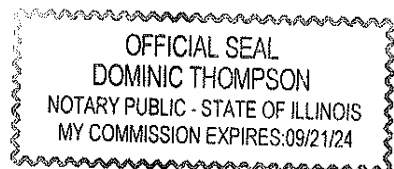
State of IL)

County of COOK)

I, Dominic Thompson, 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

Dominic Thompson 4-1-2022



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LOAN #: 210902827
MIN: 1015043-000002812-7

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23rd** day of **December, 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 **Midwest Lending Corporation, a Corporation**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: **3640 Harlem Ave, Riverside IL 60546.**

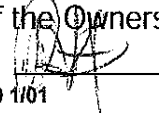
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").
The Property is a part of a planned unit development known as **Riverside Townhomes**

(the "PUD"). The Property also includes Borrower's interest in the home owners 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 Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners

Initials: 



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LOAN #: 210902827

Association. 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 insuring the Property 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, for 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, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 ensure 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 or the common areas and facilities of the PUD, 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 PUD, 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

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MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

ICE Mortgage Technology, Inc.

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F3150RLU 0115

F3150RLU (CLS)

01/06/2022 05:45 AM PST



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LOAN #: 210902827

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 PUD 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 PUD Rider.



RONALD HOLAKOVSKY 1-17-22 (Seal)
DATE



KELLY HOLAKOVSKY 1/17/22 (Seal)
DATE

Initials: 



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 6 IN RIVERSIDE TOWNHOMES, BEING A RESUBDIVISION OF LOT "A" IN ZALABAK SUBDIVISION OF THE SOUTH 50 FEET (AS MEASURED ON FRONT AND REAR LINES) OF LOT 605 IN BLOCK 20 IN THE RESUBDIVISION OF BLOCKS 15 TO 22 IN THE ADDITION TO THE SECOND DIVISION OF RIVERSIDE AND LOT 621 IN BLOCK 20 ADDITION TO SECOND DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RIVERSIDE TOWNHOMES RESIDENCE RECORDED AS DOCUMENT 86044687, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE RIVERSIDE TOWNHOMES DECLARATION RECORDED AS DOCUMENT NUMBER 86063309, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 3640 South Harlem Avenue, Riverside, IL 60546
PIN # 15-36-407-046-0000

Property of Cook County Clerk's Office