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INDEPENDENT ESCROW

Doc#: 2212907077 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/09/2022 08:12 AM Pg: 1 of 5

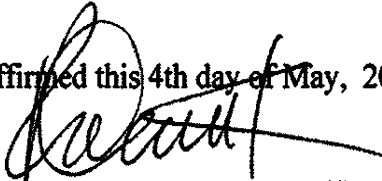
SCRIVENER'S AFFIDAVIT

REGARDING: MORTGAGE RECORDED WITH INCORRECT PAGE 2 AND THE INCORRECT IHDA RIDER

I, Rita Antonczyk, Closing Officer for IES. Corp. do hereby attest to the following:

1. On 4/12/2022, PNTN Inc. handled the closing documents for Sergio Guzman Perez for a real estate purchase of the property located at 131 Edgewood Dr Streamwood IL 60107.
2. The Mortgage was recorded in Cook County, IL on 4/25/22 as doc #2211518135
3. Page 2 of the recorded Mortgage is missing the IHDA Rider. Correct page 2 is attached as Exhibit A.
4. The IHDA Rider recorded with the Mortgage is incomplete. Complete Rider attached as Exhibit B.
5. This Affidavit is in lieu of rerecording the original Mortgage.

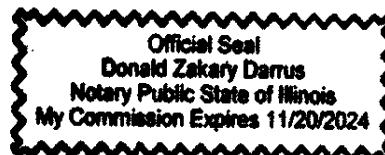
Affirmed this 4th day of May, 2022 by


Rita Antonczyk-- Escrow Officer

State of Illinois
County of Cook

Subscribed and sworn before me this 4th day of May, 2022, the undersigned notary public.


Notary Public



Prepared By: Rita Antonczyk IES Corp

14204955

303 W. Madison • Suite 1300 • Chicago, IL 60606
312.696.5400 • 312.696.5401

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LOAN #: 2100263093

organized and existing

Lender is a National Bank,
under the laws of The United States of America.

Lender's address is 9700 W. Higgins Rd., Ste 300, Rosemont, IL 60018

(E) "Note" means the promissory note signed by Borrower and dated April 15, 2022. The Note states that Borrower owes Lender TWO HUNDRED THIRTY THOUSAND SEVEN HUNDRED FORTY THREE AND NO/100**** Dollars (U.S. \$230,743.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2052.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(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 Condominium Rider Planned Unit Development Rider

Other(s) [specify]

Fixed Interest Rate Rider, IHDA Mortgage 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 or 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) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "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



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EXHIBIT B

ILLINOIS HOUSING DEVELOPMENT AUTHORITY MORTGAGE RIDER

NOTICE TO MORTGAGOR

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

RIDER TO MORTGAGE BY AND BETWEEN THE

Sergio Guzman Perez a married man

(THE "MORTGAGOR(S)")

AND

Wintrust Mortgage, A Division of Barrington Bank & Trust Co, NA

(THE "LENDER")

The Mortgagor is executing simultaneously herewith that certain mortgage, dated

04/15/2022

(the "Security Instrument") to secure a loan (the "Loan") made by

Wintrust Mortgage, A Division of Barrington Bank & Trust Co, NA

(The "LENDER")

in the amount of \$ 230,743 to the Mortgagor evidenced by a note (the "NOTE") of even date herewith. It is expected that the Loan will be purchased or securitized by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this Rider. In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender further mutually agree as follows:

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.

HC-008.1

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2. Notwithstanding the provisions of Paragraph 5 of the Security Instrument, the Mortgagor agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.

3. The provisions of, this Rider shall apply and be effective only at such times as the Authority securitizes your loan or is the holder of the Security Instrument and the Note, or is in the process of securitizing or purchasing the Security Instrument and the Note. If the Authority does not securitize or purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

MORTGAGOR(S)

Sergio Guzman Perez

Sergio Guzman Perez



ILLINOIS HOUSING
DEVELOPMENT AUTHORITY

HO-008.2

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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LEGAL DESCRIPTION:

Lot 130 in Woodland Heights Unit No. 1, being a Subdivision in the South 1/2 of Section 23 and the North 1/2 of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded January 17, 1958 as Document 17112595, in Cook County, Illinois.

PROPERTY ADDRESS:

131 Edgewood Dr, Streamwood, IL 60107

PERMANENT INDEX NUMBER:

06-26-102-048-0000

Mail to:

Mike White, CRA Closer I
Wintrust Mortgage

WINTRUST
MORTGAGE

9700 W. Higgins Rd, Ste. 300, Rosemont, IL 60018

Property of Cook County Clerk's Office