

# UNOFFICIAL COPY

## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

@ Home Title Services

8632 W. 103rd St. Ste. C

Palos Hills, IL 60465

### Property Identification Number:

18-29-101-017-1013

### Document Number to Correct:

2223822048

Attach complete legal description

I, Bonnie Buccharczyk, 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.):

ESCROW OFFICER

do hereby swear and affirm that Document Number:

2223822048

included the following mistake: THE MORTGAGE WAS RECORDED WITHOUT THE IHDA RIDER THAT IS REQUIRED FOR ALL IHDA MORTGAGES.

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: MORTGAGE # 2223822048 AND

MORTGAGE RIDER TO THE FIRST MORTGAGE

Finally, I Bonnie Buccharczyk, 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 ILLINOIS

County of COOK

### NOTARY SECTION:

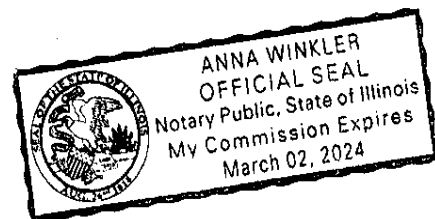
I, ANNA WINKLER, a Notary Public for the above-referenced jurisdiction do hereby swear and affirm that the above-referenced affiant did appear before me on the below indicated date and affix her/his signature or marking to the foregoing Scrivener's Affidavit after providing me with a government issued 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

Anna Winkler

12/13/22



\*2236222027\*

Doc# 2236222027 Fee \$88.00

THSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN R. YARBROUGH

COOK COUNTY CLERK

DATE: 12/28/2022 02:56 PM PG: 1 OF 5

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## ILLINOIS HOUSING DEVELOPMENT AUTHORITY MORTGAGE RIDER TO THE FIRST MORTGAGE

### 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. UNLESS OTHERWISE PROVIDED, THE TERMS HEREIN ARE IDENTICAL IN MEANING AND DEFINITION AS THEY ARE USED IN THE SECURITY INSTRUMENT.

RIDER TO MORTGAGE BY AND BETWEEN THE

JENNIFER MARTINEZ, AN UNMARRIED WOMAN, AND CHRISTIAN SALAZAR, AN UNMARRIED MAN, AS JOINT TENANTS

(the "Mortgagor(s)")

AND

Guaranteed Rate, Inc. (the "Lender")

The Mortgagor(s) is executing simultaneously herewith that a certain mortgage, dated Friday, August 26, 2022

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

Guaranteed Rate, Inc. (the "Lender")

in the amount of \$ 157,700 to the Mortgagor(s), 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(s) 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(s) 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.

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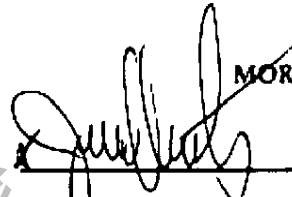
2. Notwithstanding the provisions of Paragraph 9 of the Security Instrument, the Mortgagor(s) agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor(s) sells, rents or fails to occupy the property described in the Security Instrument as his, her or their permanent and primary residence; or (b) the statements made by the Mortgagor(s) in the Borrower Affidavit (Illinois Housing Development Form HO-012) are not true, complete and correct, or the Mortgagor(s) fails to abide by the agreements contained in the Borrower Affidavit; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor(s) understands that the agreements and statements of fact contained in the Borrower Affidavit 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.

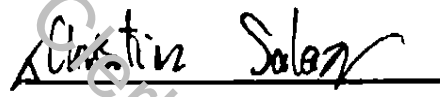
NON-BORROWING SPOUSE

\_\_\_\_\_

\_\_\_\_\_

MORTGAGOR(S)

  
 \_\_\_\_\_  
 JENNIFER MARTINEZ

  
 \_\_\_\_\_  
 CHRISTIAN SALAZAR

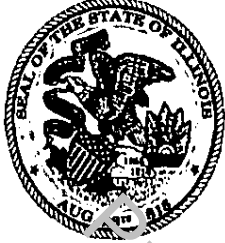
\_\_\_\_\_

\_\_\_\_\_

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## Illinois Anti-Predatory Lending Database Program

### Certificate of Compliance



Report Mortgage Fraud  
844-768-1713



\*2223822048\*

Doc# 2223822048 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/26/2022 03:43 PM PG: 1 OF 25

The property identified as: **PIN:** 18-29-101-017-1013

**Address:**

**Street:** 7211 S WOLF RD APARTMENT 201

**Street line 2:**

**City:** INDIAN HEAD PARK

**State:** IL

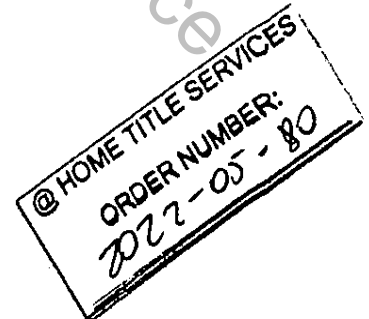
**ZIP Code:** 60525

**Lender:** Guaranteed Rate Inc.

**Borrower:** Jennifer Martinez, Christian Salazar

**Loan / Mortgage Amount:** \$157,700.00

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:** A295A118-E64E-40D5-8614-CDBCE772C4E4

**Execution date:** 8/26/2022

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## EXHIBIT A

File No.: 2022-05-80

### LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the City of Indian Head Park , County of Cook, State of Illinois, and being more particularly described as follows:

UNIT NUMBER 201-"A" IN FLAGG CREEK CONDOMINIUM AS DELINEATED ON SURVEY OF PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NUMBER 38035 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS AS DOCUMENT NUMBER 2367217 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot in Block on the City of Indian Head Park Tax Map.

Property of Cook County Clerk's Office