# **UNOFFICIAL COPY**

SCRIVENER'S AFFIDAVIT

<b>≈</b> 2301334004 <b>≈</b>				

Prepared By: (Name & Address)	100# 5201224004 F66 \$88700
Marquette Bank	RHSP FEE:\$9.00 RPRF FEE: \$1.00
10000 West 151st Street	KAREN A. YARBROUGH COOK COUNTY CLERK
Ocland Park Ic 60462	DATE: 01/13/2023 10:18 AM PG: 1 C
Property Identification Number:	
17-05-309-002-0000	
Document Number to Correct:  2225/15 co 5	
t, Junine Booked, the affiant and preparer of this Scrivener's	s Affidavit, whose relationship to
the above-referenced document number is (ex. drafting attorney, closing title comp	
, do hereby swear and	
Mortgage - loan amount when "Not	Il of the
Mortgage - loan amount under Not	1" 1 693,505,000.00
which is hereby corrected as follows: (use additional puges as needed, legal must	he offeehad for account.
attach an exhibit which includes the correction—but DO NOT ATTACH the original	
recorded document):	certified copy of the originally
70x.	
<i>y</i> ~	
Finally, I <u>Jeanine Bogdel</u> , the affiant, do hereby swear	∼ the above correction, and
believe it to be the true and accurate intention(s) of the parties who drafted and reco	
Orani 1 Bog dal	\$ 1
Affjant's Signature Above	//5/2023 Date Amidavi* Executed
State of Allenis NOTARY SECTION:	
County of Crub	
Kathlean M. McDonogh Notary Public for the above-referenced jurisd	
nat the above-referenced affiant did appear before me on the below indicated dinarking to the foregoing Scrivener's Affidavit after providing me with a government is	ate and affix her/his signature or
lotary Public Signature Below Date Notarized Below  While M. M. J. / /5-/2023	
	OFFICIAL SEAL THLEEN M. MCDONOGH

3

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/19/2025

2301334004 Page: 2 of 3

### **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 11

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means ACE HOLDING GROUP, LLC.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under his Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means MARQUE TIE BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means Note. The word "Note" means the promissory note dated August 30, 2022, in the original principal amount \$1,693,505.00 from the Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing ci, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note's On Demand. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

2301334004 Page: 3 of 3

## UNOFFICIAL COPY

Old Republic Title 9601 Southwest Highway Oak Lawn, IL 60453

#### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 71 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT 10744142 FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN BAUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN THE CANAL TRUSTEE'S SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 65 IN 3AUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN CANAL TRUSTEES' SUBDIVISION OF PARTS OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING WEST OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 5 AFORESAID), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 68 AND THE SOUTH 4-INCHES OF LOT 67 IN BAUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, FOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEP) FRACT PART OF SAID PREMISES LYING WEST OF A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SECTION 5 AFORESAID), IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT 70 IN BAUWEN'S AND STEWART'S SUBD.V'S'ON OF THE WEST PART OF BLOCK 20 IN THE CANAL TRUSTEES' SUBDIVISION OF PARTS OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING WEST OF A LINE 50.00 FEET EAST OF AND PARTLEL WITH THE WEST LINE OF SAID SECTION 5 AFORESAID), IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 67 (EXCEPT THE SOUTH 4-INCHES THEREOF AND EXCEPT 7H/AT PART OF, (EXCEPT THE SOUTH 4-INCHES OF LOT 67, LYING WEST OF A LINE 50.00 FE ET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 5, CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 10786640), IN BAUWEN'S AND STEWART'S SUPDIVISION OF THE WEST PART OF BLOCK 20 IN THE CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PAPCEL 6:

LOT 66 (EXCEPT THAT PART OF SAID LOT LYING WEST OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, CONVEYED TO CITY OF CHICAGO FOR WIDENING NORTH ASHLAND AVENUE) IN BAUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as: 1011-23 N Ashland Ave

Chicago, IL 60622

PIN#: 17-05-309-002, 003,004,005,006 &007