

# UNOFFICIAL COPY

Doc#: 2306108050 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/02/2023 03:53 PM Pg: 1 of 6

1/1 23 GST 1110665K  
This instrument prepared by: *MAILED*  
CrossCountry Mortgage  
2160 Superior Ave  
Cleveland, OH 44114

## SCRIVENER'S AFFIDAVIT

STATE OF OHIO )  
COUNTY OF CUYAHOGA )

MIN 1007191-0002008886-8  
MERS Phone # 1-888-679-6377

Comes now Brett A. Schiffer, Chief Credit Officer of CrossCountry Mortgage, LLC., and Vice President of Mortgage Electronic Registration Systems, Inc. (MERS) who is over eighteen (18) years of age and whose address is 2160 Superior Ave Cleveland, OH 44114. I have personal knowledge of and can testify in a court of competent jurisdiction the fact set forth herein, and would state as follows:

On the 15<sup>th</sup> day of February 2023, A Mortgage was recorded at **Instrument/Document Number 2304641017** in the County of Cook, IL.

The Mortgage was executed on February 8, 2023, by **Diana B Szczepanek, a single woman, and Brandon Lunch, a single man**, the Grantor of this Mortgage. The Lender is **CrossCountry Mortgage, LLC**, the Grantee of this Mortgage and "MERS" Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 Tel (888) 679-MERS. The property address encumbered by this Mortgage is **1012 Lincolnshire Ct Apartment B Elgin, IL 60120**. The parcel number is **APN# 06-19-210-020-1163**

*The above Mortgage was recorded with the missing a check in the box for the Condo Rider on pg. 2 and missing the Condo Rider.*

The foregoing acknowledgment contains a scrivener's error. This error was unintentional. This Affidavit is being filed to indicate that the Mortgage has been corrected to include the Condo Rider and check mark in the corresponding Condo Rider Box.

This Affidavit is made of my personal knowledge to correct the error above described.

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EXECUTED this 21st day of February 2023

Brett A. Schiffer, VP Mortgage Electronic Registration Systems Inc. and Chief Credit Officer of CrossCountry Mortgage, LLC.

## WITNESS AND ACKNOWLEDGMENT

On this 21st day of February 2023, before me, a Notary Public, duly commissioned and qualified, personally appeared, Brett A. Schiffer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who executed the foregoing Scrivener's Affidavit and who acknowledged that he executed the same as his free act and deed. He also made oath that he has read the foregoing Affidavit and the things and matters contained therein are true. The Affiant did further acknowledge that he executed the within described document for the purpose of correcting the scrivener's error herein described.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.



Alison Schmitz  
Notary Public, State of Ohio  
My Commission Expires:  
July 28, 2027

Notary Public

My commission expires:

7/28/2027

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## LEGAL DESCRIPTION

Order No.: 23G8T111066SK

For APN/Parcel ID(s): 06-19-210-020-1163

PARCEL 1: UNIT NO. 20 B1-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OAKWOOD HILLS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 93401383, IN THE SOUTH 1/2 OF SECTION 18 AND PART OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO GARAGE SPACE NO. G20 B1-1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office

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LOAN #: 30162301371914  
 MIN: 1007191-0002008886-8

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **8th** day of **February, 2023** and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, 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 **CrossCountry Mortgage, LLC, a Limited Liability Company**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **1012 Lincolnshire Ct Apartment B, Elgin, IL 60120.**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **Oakwood Hills**

(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 representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower will 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 will promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

Form 3140 07/2021

ICE Mortgage Technology, Inc.

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F3140v21RLU 0322

F3140RLU (CLS)

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**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, earthquakes, winds, and floods, for which Lender requires insurance, then (i) Lender waives the provision in Section 3 for the portion of the Periodic Payment made to Lender consisting 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 will 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 will 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 will 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 will be paid to Lender. Such proceeds will be applied by Lender to the sums secured by the Security Instrument as provided in Section 12.

**E. Lender's Prior Consent.** Borrower will 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



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**LOAN #: 30162301371914**

the Constituent Documents unless 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 will become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts will bear interest from the date of disbursement at the Note rate and will 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 Condominium Rider.

*Diana B Szczepanek*  
\_\_\_\_\_  
DIANA B SZCZEPANEK 02-16-23 (Seal)  
DATE

*Brandon Lynch*  
\_\_\_\_\_  
BRANDON LYNCH 02/16/23 (Seal)  
DATE

