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When recorded, return to:

CHICAGO TITLE  
10 S LASALLE STR  
CHICAGO IL 60603

Doc#. 2314628054 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 05/26/2023 11:08 AM Pg: 1 of 6

Prepared by Affiant:

CHICAGO TITLE  
10 S LASALLE STR  
CHICAGO IL 60603

**SCRIVENER'S ERROR(S) AFFIDAVIT**

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

BECKY VOSS (Affiant), first being duly sworn, upon my oath, deposes and says:

1. That I am an employee of Chicago Title & Trust Company, acting on behalf of, and with the authority of, Chicago Title & Trust Company;
2. I have personal knowledge of the facts and matters stated herein.
3. That the following instrument, through inadvertence, mistake, and error, contains a scrivener's error, in that said instrument MISSING DATE ON SECOND HOME RIDER:

Instrument#:	<u>MORTGAGE</u>
Grantors:	<u>DRAPER AND KRAMER MORTGAGE CORP</u>
Grantee:	<u>AMY N. ROE, AS TRUSTEE OF THE AMY N. ROE LIVING TRUST</u>
Date of Instrument:	<u>5/2/2023</u>
Recording Number:	<u>2312428119</u>
Date Recorded:	<u>5/4/2023</u>
PIN#:	<u>17-10-316-033-1460</u>
Legal Description:	<u>SEE ATTACHED</u>

4. This Affidavit is being filed for record in the County of COOK, State of ILLINOIS, for the purpose of correcting the above mentioned error contained within the aforementioned instrument, by: (ADDING DATE TO SECOND HOME RIDER

which you will find attached to this Affidavit.

~~BECKY VOSS~~

PRINT AFFIANT NAME ABOVE

~~AFFIANT SIGNATURE ABOVE~~

5/25/2023

DATE AFFIDAVIT EXECUTED

2265A024600HH

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## ACKNOWLEDGMENT BY NOTARY

STATE OF ILLINOIS                     )  
    ) ss.  
 COUNTY OF COOK                     )

On this day of 5/25, 2023 before me appeared BECKY VOSS, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his/her knowledge and belief, and acknowledged to me that s/he executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

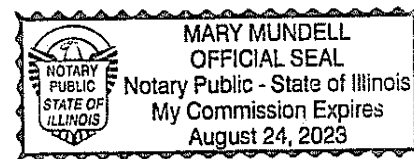
MARY MUNDELL

Mary Mundell

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

My commission expires on 8/24/2023



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LOAN #: 23213666

MIN: 1001885-0000098229-9

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **3rd** day of **May, 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," whether there are one or more persons undersigned) to secure Borrower's Note to **Draper and Kramer Mortgage Corp., a Corporation**

(the "Lender")  
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at **222 N Columbus Dr Apartment 4605, Chicago, IL 60601-7827.**

In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower must occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to

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

Form 3890 07/2021

ICE Mortgage Technology, Inc.

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F3890v21RLU 0322  
F3890RLU (CLS)



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LOAN #: 23213666

provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider

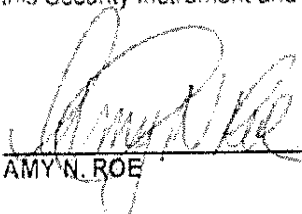
  
 ROB C. ROE

 5/3/2023 (Seal)  
 DATE

  
 AMY N. ROE, AS TRUSTEE OF THE AMY N. ROE REVOCABLE LIVING TRUST  
 UNDER TRUST INSTRUMENT DATED DECEMBER 29, 2017, FOR THE BENEFIT OF  
 AMY N. ROE

 5/3/2023 (Seal)  
 DATE

BY SIGNING BELOW, the undersigned, Settlor(s) of The Amy N. Roe Revocable Living Trust under trust instrument dated December 29, 2017, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby

  
 AMY N. ROE

(SEAL) TRUST SETTLOR

MULTISTATE SECOND HOME RIDER - Gracie Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3890 07/2021  
 ICE Mortgage Technology, Inc

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 5/3/2023 (Seal)  
 F3890R1U/CLS


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## EXHIBIT "A"

(Chicago Title File # 22GSA024602HH)

Legal description to 222 N Columbus Dr., Unit # 4605, Chicago, IL 60601

### PARCEL 1:

UNIT 4605 IN THE PARK MILLENNIUM CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 25, 2005 AS DOCUMENT 0520644013, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED SEPTEMBER 30, 1985 AND RECORDED SEPTEMBER 30, 1985 AS DOCUMENT NUMBER 85211829, AMENDED BY AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 1, 1985 AND RECORDED MARCH 25, 1986 AS DOCUMENT NUMBER 86115106 AND SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF OCTOBER 1, 1994 AND RECORDED NOVEMBER 29, 1994 AS DOCUMENT NUMBER 04002369 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NO. 4696, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 56375, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1985 AND KNOWN AS TRUST NO. 64971 TO CONSTRUCT, USE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND REPLACE THE EXTENSION OF A BUILDING AND ITS APPURTENANCES IN THE AIR RIGHTS LOCATED (A) ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF NINETY-ONE FEET, SIX INCHES ABOVE CHICAGO CITY DATUM AND (B) WITHIN THE TRIANGULAR SHAPED AREA OF THE BLOCK MARKED "TOWER EASEMENT"; THE RIGHT TO HAVE THE IMPROVEMENTS CONSTRUCTED ON PARCEL 1 ABUT AND MAKE CONTACT WITH THOSE IMPROVEMENTS CONSTRUCTED ON AND ALONG THE PERIMETER OF THE "LC PROPERTY" AS DESCRIBED THEREIN; AND TO ENTER UPON THAT PART OF THE BLOCK OWNED BY "GRANTOR" AS MAY BE REASONABLY NECESSARY FOR THE PURPOSE OF WINDOW WASHING, CAULKING, TUCKPOINTING, SEALING AND ANY OTHER MAINTENANCE OR REPAIR OF THE IMPROVEMENTS CONSTRUCTED ALONG THE COMMON BOUNDARIES OF THE PROPERTY DESCRIBED THEREIN, ALL AS DEFINED AND SET FORTH IN SAID DOCUMENT OVER THE LAND DESCRIBED AS THE "LC PROPERTY" DEPICTED IN EXHIBIT "A" THEREIN.

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*(continue legal description from page 1)*

Permanent Real Estate Index Number(s): 17-10-316-033-1460

Address(es) of Real Estate: 222 N. Columbus Drive, unit 4605, Chicago, IL 60601

## PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED MARCH 23, 1988 AND RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121032 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 23, 1987 AND KNOWN AS TRUST NO. 104126-09, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NO. 46968, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 56375, ILLINOIS CENTER CORPORATION AND METROPOLITAN STRUCTURES, AND AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED OCTOBER 1, 1994 AND RECORDED NOVEMBER 29, 1994 AS DOCUMENT NUMBER 04302370 TO ENTER UPON THE "PROJECT SITE" AND OVER THE "PROJECT" FOR THE PURPOSES OF INSTALLING, MAINTAINING AND REPLACING CAISSON BELLS WHICH MAY EXTEND INTO THE "PROJECT SITE"; PROTECTING THE ROOF OF THE PROJECT DURING CONSTRUCTION; INSTALLING, MAINTAINING AND REPLACING FLASHING BETWEEN IMPROVEMENTS ON PARCEL 1 AND ABUTTING IMPROVEMENTS ON THE "PROJECT SITE"; INSTALLING, MAINTAINING AND REPLACING ARCHITECTURAL ORNAMENTATIONS AND FEATURES WHICH MAY EXTEND INTO THE "PROJECT SITE" OVER THE ROOF LINE OF THE "PROJECT"; CONSTRUCTING, MAINTAINING AND REPLACING IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL 1; WINDOW WASHING, CAULKING, TUCKPOINTING AND SEALING; ANY OTHER MAINTENANCE OR REPAIR OF THE IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED ON PARCEL 1 ALONG THE COMMON BOUNDARIES OF PARCEL 1 AND "PROJECT SITE" AND ANY OTHER ENCROACHMENT INTO THE AIR SPACE ABOVE THE "PROJECT" AS MAY BE REASONABLY NECESSARY FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF BUILDINGS ON PARCEL 1; AND FOR EMERGENCY EGRESS AND INGRESS FROM PARCEL 1 OVER THE "PROJECT" AND "PROJECT SITE", ALL DEFINED AND SET FORTH IN SAID DOCUMENT OVER THE LAND DESCRIBED AS THE "PROJECT SITE" DESCRIBED IN EXHIBIT "A" THEREIN.

## PARCEL 4:

EASEMENTS FOR STRUCTURAL SUPPORT, PARKING, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AMONG OTHERS, FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BY MCZ/CENTRUM MILLENNIUM, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND MCZ/CENTRUM MILLENNIUM GARAGE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY DATED DECEMBER 16, 2004 AND RECORDED DECEMBER 22, 2004 AS DOCUMENT 0435734062 AND AMENDED BY DOCUMENT 0505619072.

Permanent Real Estate Index Number(s): 17-10-316-033-1460

Address(es) of Real Estate: 222 N. Columbus Drive, unit 4605, Chicago, IL 60601