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Karen A. Yarbrough
Cook County Clerk
Date: 07/10/2023 09:23 AM Pg: 1 of 4

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Allison Pisarczyk

8200 185th Street Suite F

Tinley Park IL 60487

Property Identification Number:

17-03-109-033-1005

Document Number to Correct:

212805507

I, Allison Pisarczyk, 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.):

Closing Title Company, do hereby swear and affirm that Document Number:

2128055074

, included the following mistake: rider check box missing and section (Q) missing

which is hereby corrected as follows: (use additional pages as needed, legal must be attached for property, or attach an exhibit which includes the correction—but **DO NOT ATTACH** the original/certified copy of the originally recorded document): To add the rider check boxes and section (Q)

Finally, I Allison Pisarczyk, 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.

Allison Pisarczyk
Affiant's Signature Above

7/6/2023

Date Affidavit Executed

NOTARY SECTION:

State of IL

County of WILL

I, Michelle Grace Doyle, 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

Michelle Grace Doyle 7/6/2023



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After Recording Return To:
LOANDEPOT.COM, LLC
ATTN: DOC CONTROL
4800 N. SCOTTSDALE RD, SUITE
3800
SCOTTSDALE, AZ 85251
(847) 533-9152

This Instrument Prepared By:
LESLIE GARCIA
LOANDEPOT.COM, LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH CA 92610
(847) 533-9152

[Space Above This Line For Recording Data]

MORTGAGE

SOTOS

Loan #: 400678170

PIN: 17-03-109-033-1005 & 17-03-109-033-1012

MIN: 100853704006781705

MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **AUGUST 27, 2021**, together with all Riders to this document.

(B) "Borrower" is **NICHOLAS C. SOTOS AND JEAN E. SOTOS, AS CO-TRUSTEES OF THE NICHOLAS C. SOTOS REVOCABLE**

TRUST U/T/A DATED NOVEMBER 4, 2015, AND JEAN E SOTOS AND NICHOLAS C. SOTOS, AS CO-TRUSTEES OF THE JEAN E.SOTOS REVOCABLE TRUST U/T/A DATED NOVEMBER 4, 2015. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is 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 mortgagee 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.

(D) "Lender" is **LOANDEPOT.COM, LLC.** Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE.** Lender's address is **26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610.**

(E) "Note" means the promissory note signed by Borrower and dated **AUGUST 27, 2021.** The Note states that Borrower owes Lender **THREE HUNDRED THIRTY-EIGHT THOUSAND AND 00/100 Dollars (U.S. \$338,000.00)** plus interest at the rate of **2.250%.** Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 1, 2036.**

(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, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



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400678170

(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Other(s) [specify] INTER VIVOS REVOCABLE TRUST 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 of 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) "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 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of COOK:

SEE EXHIBIT A ATTACHED

which currently has the address of **1255 N. STATE PKWY 2E/3E, CHICAGO, IL 60610** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to



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EXHIBIT A

Order No.: SC21028190

For APN/Parcel ID(s): 17-03-109-033-1005-0000 and 17-03-109-033-1012-0000

For Tax Map ID(s): 17-03-109-033-1005-0000 and 17-03-109-033-1012-0000

UNITS 2-E AND 3-E IN THE 1255 NORTH STATE PARKWAY CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOT 6 IN BLOCK 5 IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE NORTH 50 FEET OF THE WEST 150 FEET OF LOT 11 IN ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO 23825048 AND AS AMENDED BY DOCUMENT NO 24189351, TOGETHER WITH

Cook County Clerk's Office