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Doc#: 2326313018 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/20/2023 09:27 AM Pg: 1 of 4

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Leeann Hadeler
425 N. Martingale Rd
Schaumburg, IL 60173

Property/Identification Number:

19-29-400-043-1004

Document Number to Correct:

23222610009

Attach complete legal description

I, Leeann Hadeler, 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: 23222610009, included the following mistake: missing JHDA rider

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: JHDA Rider

Finally, I Leeann Hadeler, 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.

Leeann Hadeler
Affiant's Signature Above

9/19/23
Date Affidavit Executed

NOTARY SECTION:

State of Illinois
County of Cook

I, Christine Turrubiates, 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

Christine Turrubiates 9/19/2023



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LOAN #: 2300326077

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 **Anthony C Rangel**

(the "Mortgagor(s)") AND **Wintrust Mortgage, A Division of Barrington Bank and Trust Co., N.A.**

(the "Lender")

The Mortgagor(s) is executing simultaneously herewith that certain mortgage, dated **July 5, 2023** (the "Security Instrument") to secure a loan (the "Loan") made by **Wintrust Mortgage, A Division of Barrington Bank and Trust Co., N.A.**

(the "Lender") in the amount of **\$152,350.00** 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.
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.



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LOAN #: 2300326077

- 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.

Anthony C Rangel
 ANTHONY C RANGEL

7/5/23 (Seal)
 DATE

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Exhibit A

UNIT NO. 104 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"), THE SOUTH 153.50 FEET OF THE EAST 129.75 FEET (EXCEPTING THAT PART THEREOF DEDICATED FOR STREETS BY DOCUMENT NO. 22227938 RECORDED FEBRUARY 22, 1973 IN COOK COUNTY, ILLINOIS, OF THE FOLLOWING PARCELS: THE EAST HALF OF THE SOUTH-EAST QUARTER (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHWEST QUARTER (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, MADE BY FORD CITY BANK, AS TRUSTEE UNDER TRUST NO. 128, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22508550, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PIN: 19-29-400-043-1004

For Informational Purposes only: 5834 West 77th Street, Unit 104, Burbank, IL 60459

Cook County Clerk's Office