

# UNOFFICIAL COPY



## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)  
Patricia Duncan  
U.S. Bank, NA

221 W Cherry St  
Nevada, MO 64772

Property Identification Number:  
06-24-411-043-0000

Document Number to Correct:  
2115422035

Doc# 2326546009 Fee \$93.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/22/2023 10:19 AM PG: 1 OF 4

Attach complete legal description

I, Patricia Duncan, 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.):

officer of U.S. Bank, NA, do hereby swear and affirm that Document Number: 2115422035 included the following mistake: the mortgage was recorded without the Illinois Housing Development Rider which was originally recorded with the second mortgage at Doc #: 2115422035

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: to attach the Illinois Housing Rider from the second mortgage to the first mortgage. Copy is attached.

Finally, I Patricia Duncan, 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.

Patricia Duncan

Affiant's Signature Above

9-11-2023

Date Affidavit Executed

### NOTARY SECTION:

State of Missouri )

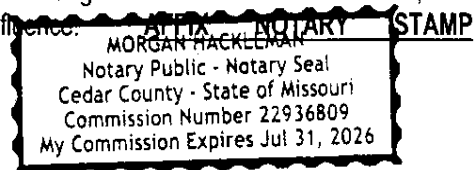
County of Cedar )

I, Morgan Hackleman, 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.

**BELOW**

Notary Public Signature Below Date Notarized Below

Morgan Hackleman 9-11-2023



S Y  
P 4  
S Y-1  
SC \_\_\_\_\_  
INT NY

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## ILLINOIS HOUSING DEVELOPMENT AUTHORITY MORTGAGE RIDER

### 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.

RIDER TO MORTGAGE BY AND BETWEEN THE

Jesus Carlos Alvarez Urbano

Maria de los Angeles Vega

HUSBAND AND WIFE

(THE "MORTGAGOR(S)")

AND

The Federal Savings Bank

(THE "LENDER")

The Mortgagor is executing simultaneously herewith that certain mortgage, dated

12/16/2020

(the "Security Instrument") to secure a loan (the "Loan") made by

The Federal Savings Bank

(The "LENDER")

in the amount of \$ 176,739 to the Mortgagor, 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 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 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.

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2. Notwithstanding the provisions of Paragraph 5 of the Security Instrument, the Mortgagor 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 sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.
  
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.

MORTGAGOR(S)

Jesus Carlos Avina Urbano

Jesus Carlos Avina Urbano

Maria de los Angeles Vega

Maria de los Angeles Vega



ILLINOIS HOUSING  
DEVELOPMENT AUTHORITY

HO-008.2

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## EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.. 20GND146118WH

For APN/Parcel ID(s): 06-24-411-043-0000

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PARCEL 1:

PARCEL B225 THAT PART OF LOT 4 IN BLOCK 17, IN STREAMWOOD GREEN UNIT THREE-A, A SUBDIVISION OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1986 AS DOCUMENT NUMBER 86252751, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE S89°55'28".E ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 45.00 FEET; THENCE S0°03'30"E, A DISTANCE OF 58.11 FEET; THENCE N89°55'06"W, A DISTANCE OF 45.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE N 0°04'32"E ALONG SAID WEST LOT LINE, A DISTANCE OF 58.10 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

INGRESS AND EGRESS EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL B225 AS DEFINED AND SET FORTH IN THE DECLARATION FOR SOUTHGATE RECORDED NOVEMBER 19, 2004 AS DOCUMENT NO. 0432449081.