

# UNOFFICIAL COPY

Doc#. 2334933388 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/15/2023 03:00 PM Pg: 1 of 5

23S10FN

## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Bernard J Michna  
Cambridge Title Company  
3100 Dundee Rd Ste 506  
Northbrook, IL 60062

Property Identification Number:

02-23-312-029-0000

Document Number to Correct:

2310806155

Attach complete legal description

I, Bernard J Michna, 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:

2310806155 included the following mistake: the Mortgage is missing the

Construction Loan Rider to Security Instrument

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: Construction Loan Rider Attached

Finally, I Bernard J Michna, 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.

Affiant's Signature Above

12/13/2023

Date Affidavit Executed

### NOTARY SECTION:

State of Illinois

County of Cook

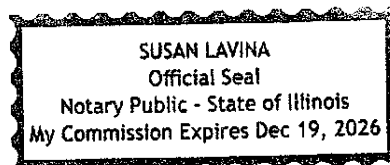
I, Susan Lavina, a Notary Public for the above-referenced jurisdiction do hereby swear and affirm that the above-referenced affiant did appear before me on the below indicated date and affix her/his signature or marking to the foregoing Scrivener's Affidavit after providing me with a government issued 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

[Signature]

12/13/23



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## CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (To Be Recorded With The Security Instrument)

**LENDER:** U.S. Bank National Association

**BORROWER:** Parshva Bhavsar and Roshani Patel, a married couple

**PROPERTY:** 649 S Oak St, Palatine, IL 60067

**THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT** (the "Rider") shall be deemed to amend and supplement the Mortgage, Open-End Mortgage, Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

**AMENDED AND ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

**1. Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become immediately due and payable in full.

**2. Future Advances.** During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum to Note. Provided there has been no default as defined in the Note, the Loan Agreement,



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or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after 11 months from the date of this Rider.

**3. Paragraph 6 of the Security Instrument.** The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Phase and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

**4. Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time will not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

**5. Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("*Permanent Mortgage Date*"). Beginning on the Permanent Mortgage Date, interest will accrue as stated in the Note and monthly payments of principal and interest will be due and payable as set forth in the Note.

BY SIGNING BELOW, I accept and agree to the terms and covenants contained in this Rider.

DATED this 14th day of April, 2023.

**Borrower**



\_\_\_\_\_  
Parshva Bhavsar



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*Roshani Patel*

**Roshani Patel**

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 6 IN CONRAD NOVAK SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 1 AND 4 IN BLOCK I IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 1, SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, MARCH 7, 2001 AS DOCUMENT NUMBER 0010177878, IN COOK COUNTY, ILLINOIS.

Commonly known as: 649 S OAK ST, PALATINE, IL 60067

Permanent Index No.: 02-23-312-029-0000

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