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KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 3/27/2024 10:56 AM Pg: 1 of 3

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Meghan Schmidt

8001 W 159th St

Tinley Park, IL 60477

Property Identification Number:

13-02-300-006-1020

Document Number to Correct:

2335333241

Attach complete legal description

I, Meghan Schmidt, 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.):

Grantee

do hereby swear and affirm that Document Number:

2335333241

included the following mistake: The front page of the mortgage

stated "Walter G. Hodgkinson and Audrey R. Hodgkinson, as Trustees under a trust agreement

dated January 15, 2016 known as the Walter & Audrey Hodgkinson Revocable Trust"

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: Walter G. Hodgkinson, as Sole Trustee under a trust agreement dated January

15, 2016 known as the Walter & Audrey Hodgkinson Revocable Trust

Finally, I Meghan Schmidt, 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.

Meghan Schmidt
Affiant's Signature Above

March 20, 2024
Date Affidavit Executed

NOTARY SECTION:

State of Illinois

County of Cook

I, Julie E Smith, 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

Julie E Smith

3-20-24



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This instrument was prepared by:

MEGHAN SCHMIDT
8001 W 159th St
Tinley Park, IL 60477

When Recorded, Mail To:

NuMark Credit Union
8001 W 159th St
Tinley Park, IL 60477

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS Mortgage is made on December 14, 2023, between the Mortgagor, Walter G. Hodgkinson and Audrey R. Hodgkinson, as Trustees under a trust agreement dated January 15, 2016 known as the Walter & Audrey Hodgkinson Revocable Trust

(herein "Borrower"), and the Mortgagee, NuMark Credit Union, a corporation organized and existing under the laws of Illinois, whose address is 8001 W 159th St
Tinley Park, IL 60477

(herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed One Hundred Thirty-Four Thousand and 00/100 (\$ 134,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement, as permitted by applicable law.
- (3) The performance of the covenants and agreements of Borrower herein contained;

BORROWER does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

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PARCEL 1: UNIT 310 IN CONSERVANCY AT NORTH PARK CONDOMINIUM II AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE EAST 833 FEET OF THE WEST 883 FEET OF THE NORTH 583 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE LAND DEDICATED FOR PUBLIC ROADWAY BY DOCUMENT 26700736) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON THE NORTH LINE OF SAID TRACT A DISTANCE OF 803.00 FEET, THENCE SOUTH A DISTANCE OF 180.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ON THE LAST DESCRIBED LINE 204 FEET, THENCE WEST 89.0 FEET; THENCE NORTH 78.0 FEET; THENCE WEST 10.0 FEET; THENCE NORTH 48.0 FEET, THENCE EAST 10.0 FEET, THENCE NORTH 78.0 FEET, THENCE EAST 89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94923281 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 310 AND STORAGE SPACE 310, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94923281 PARCEL 3: EASEMENTS FOR INGRESS AND EGRESS OVER COMMON AREAS AS SHOWN IN DECLARATION RECORDED OCTOBER 28, AS DOCUMENT 94923280

which has the address of 3850 W Bryn Mawr Ave Apt 310

Chicago (City) (Street) Illinois 60659-3141
(Zip Code)

(herein "Property Address");

Property Tax ID No.: 13-02-300-006-1020

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as: CONSERVANCY AT NORTH PARK CONDOMINIUM II

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as: N/A

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement