

UNOFFICIAL COPY

SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Meghan Schmidt

8001 W 159th St

Tinley Park, IL 60477

Property Identification Number:

27-17-407-020-0000

Document Number to Correct:

2335533133

Doc#: 2411023107 Fee: \$107.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 4/19/2024 3:44 PM Pg: 1 of 3

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

2335533133

Cotterman

do hereby swear and affirm that Document Number: 2335533133 included the following mistake: the borrower is listed as "Gail L.

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: the borrower should be listed as "Gail Lee Cotterman, as Trustee of the Gail Lee Cotterman Revocable Trust dated October 21, 2015"

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

April 19, 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

4.19.24



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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 July 29, 2023, between the Mortgagor, Gail L. Cotterman

(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 Forty Thousand and 00/100 (\$ 140,000.00). 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:

UNOFFICIAL COPY

PARCEL 1: THE EASTERLY 32.00 FEET OF THE WESTERLY 110.53 FEET (AS MEASURED ALONG THE SOUTHERLY LINE THEREOF) OF THE NORTHELY 65.0 FEET OF THE SOUTHERLY 81.85 FEET (AS MEASURED ALONG THE WESTERLY LINE THEREOF) OF LOT 90 IN HUGUELET'S COLETTE HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 17 TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF EASEMENTS, CONVENANTS, CONDITIONS AND RESTRICTIONS OF COLETTE HIGHLANDS TOWNHOME ASSOCIATION RECORDED MARCH 2, 2005 AS DOCUMENT NUMBER 0506139000 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

which has the address of 10621 Dani Ln

(Street)

Orland Park

(City)

Illinois

60462-2884

(Zip Code)

(herein "Property Address");

Property Tax ID No.: 27-17-407-020-0000

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: N/A

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