

# UNOFFICIAL COPY

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CEDRIC GILES  
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Date 6/7/2024 9:54 AM Pg: 1 of 3

## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Liberty Title & Escrow

161 N Clark St Ste 1600

Chicago IL 60601

Property Identification Number:

16-18-207-003-0000

Document Number to Correct:

2334546071

Attach complete legal description

I, Linette Johnson, 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

2334546071, do hereby swear and affirm that Document Number: 2334546071, included the following mistake: Incorrect mortgage note date

the mortgage states December 4th 2023 and should read December 7, 2023

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: Corrected document attached along with legal description

Finally, I Linette Johnson, 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.

06/07/2024

Affiant's Signature Above

Date Affidavit Executed

### NOTARY SECTION:

State of Illinois )

County of Cook )

I, Jazlyne Maldonado, 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

06/07/2024

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LOAN #: 326231157580  
organized and existing

Lender is a **Limited Liability Corporation**,  
under the laws of **Ohio**.  
**Suite 300, Westerville, OH 43082.**

Lender's address is **579 Executive Campus Drive,**

The term "Lender" includes any successors and assigns of Lender.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

### Documents

(D) "Note" means the promissory note dated **December 7, 2023**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **SIX HUNDRED FORTY SIX THOUSAND AND NO/100**\*\*\*\*\*

\*\*\*\*\* Dollars (U.S. **\$646,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **January 1, 2054**.

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- V.A. Rider
- Other(s) [specify]

**Fixed Interest Rate Rider**

(F) "Security Instrument" means this document, which is dated **December 7, 2023**, together with all Riders to this document.

### Additional Definitions

(G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage insurance premiums, if any.



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## EXHIBIT "A" Legal Description

Lot 22, Lot 23 and the South 10 feet of Lot 24 in the subdivision of Block 1 in the Subdivision of Blocks 1 and 2 in S. T. Gunderson and Sons' Addition to Oak Park, being a subdivision of the East 1/2 of Lot 4 in the Subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian (except the West 1/2 of the Southwest 1/4 thereof) in Cook County, Illinois

Property of Cook County Clerk's Office

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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