## **UNOFFICIAL COPY**



1234146183 Fee: \$44.00 Karen A. Yarbrough RHSP Fee:\$10,00 Cook County Recorder of Deeds Date: 12/06/2012 02:38 PM Pg: 1 of 4

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### RECORDING COVER SHEET NOTICE OF COURT ORDER REFORMING MORTGAGE

This notice is being recorded to provide notice to all parties that a court order was entered in case 11 CH 35432 JPMorgan Chase Bank, National Association v. Viveros a/k/a Rubi Viveros, Rubicelia, et al., an order was entered reforming the legal description of the mortgage recorded May 4, 2007 as document 0712405209. A copy of the order is attached hereto.

Plaintiff

Gold wasser

Subscribed and sworn to before

, day of me this 5

Prepared by and return to:

This instrument was prepared by/return to:

FISHER AND SHAPIRO, LLC

2121 Waukegan Road, Suite 301

Bannockburn, IL 60015

(847)291-1717

DEPOSIT IN RECORDER'S BOX #254

OFFICIAL SEAL THERESE L. DAVIES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-1-2015

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## **UNOFFICIAL COPY**

11-053596

### IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION PLAINTIFF,

NO. 11 CH 35432

-VS-

RUBICELIA VIVEROS A/K/A RUBI VIVEROS; JUVENTINO VIVEROS

DEFENDANTS

PROPERTY ADDRESS: 2522 WEST CHARLESTON STREET CHICAGO, IL 60647

#### ORDER OF REFORMATION

THIS CALISE coming before the Court upon Plaintiff's Motion for Judgment on the portion of its Complaint seeking the reformation of a mortgage, due notice having been given, and the Court being fully advised in the premises;

THE COURT FINDS

- 1. On or about April 13, 2007, Pubicelia Viveros a/k/a Rubi Viveros and Juventino Viveros executed a mortgage granting a security interest in the vicrtgaged Premises to Plaintiff's predecessor herein.
- 2. The legal description on the Subject Mortgage contains errors and is stated on the mortgage, with said errors, as follows:

#### See attached Exhibit A

3. That the Subject Mortgage correctly purports to affect the property with a common street address of 2522 West Charleston Street, Chicago, IL 60647, bearing a permanent index number of 13-36-223-025-0000. The accurate legal description is:

THE EAST 10 FEET OF LOT 67 AND THE WEST 20 FEET C. LOT 71 IN VALENTIN WOODS SUBDIVISION OF THE WEST 10 ACRES OF LOT 6 IN CIFCUIT COURT PARTITION 63.22 ACRES IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS

- 4. It was the intent of the parties that the mortgage be an encumbrance against the property commonly known as 2522 West Charleston Street, Chicago, IL 60647, bearing permanent index No. 13-36-223-025-0200 and that the legal description on the mortgage be accurate.
- 5. The error/omission appearing in the mortgage legal description was inadvertent and without the knowledge of either of the parties to the mortgage.
- 6. Notwithstanding this inadvertent omission, the mortgage still contains sufficient information necessary to identify the property commonly known as 2522 West Charleston Street, Chicago, IL 60647.
- Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 2522 West Charleston Street, Chicago, IL 60647.

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## **UNOFFICIAL CC**

#### IT IS THEREFORE ORDERED:

- That the Mortgage dated April 13, 2007 and recorded May 4, 2007 as document number 0712405209, is A) and remains a valid lien against the property commonly known as 2522 West Charleston Street, Chicago, IL 60647.
- That the Mortgage dated April 13, 2007 and recorded May 4, 2007 as document number 0712405209, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

THE EAST 10 FEET OF LOT 67 AND THE WEST 20 FEET OF LOT 71 IN VALENTIN WOODS SUBDIVISION OF THE WEST 10 ACRES OF LOT 6 IN CIRCUIT COURT PARTITION 63.22 ACRES IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MI-WAUKEE AVENUE, IN COOK COUNTY, ILLINOIS

- That the plaintiff is authorized to record this order to reflect the correct legal description for the property C) commonly known as 2522 West Charleston Street, Chicago, IL 60647, IL bearing a permanent index number of 13-36-223-025-0000; and
- That the Court finds no just reason to delay either enforcement or appeal of this order pursuant to III. D) Supreme Court Rule 304(a).

JUDGE DAVID B. ATKINS

AUG 092012

Entered: Dated: Circuit Courtegle 879 Clart's Office

Benjamin N. Burstein Fisher and Shapiro, LLC Attorneys for Plaintiff 2121 Waukegan Road, Suite 301 Bannockburn, IL 60015 (847)291-1717 Ext. 4178 Attorney No: 42168

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EMIOH "A".

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

Th' So writy instrument secures to Leader: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lenuer and Londer's successors and assigns, the following described property located in the

of COOK

[Name of Recording Jurisdiction]:

THE EAST 10 FRET OF LOT 67 AND THE WEST 20 FRET OF LOT 71 IN VALENTINE WOODS SUBDIVISION OF THE WEST 10 ACRES OF LOT 6 IN CIRCUIT COURT PARTITION 63.22 ACRES IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, RAST OF THE THIRD PRINCLIAL MERIDIAN, LYING NORTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

TAX ID #: 13-36-223-025-0000

Parcel ID Number: 13-36-223-025-0000 2522 W CHARLESTON ST

CHICAGO

which currently has the address of [Speet]

(Zip Code) [City], Illi lois 60647

("Property Address"):

. TOGETHER WITH all the improvements now or bereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is raferred to in this

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has Security Instrument as the "Property." the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property agains, air claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items. pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Inhiels: R.V. J.V Form 3014 1/01

-B(IL) (0010)