

# UNOFFICIAL COPY



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Cook County Recorder of Deeds  
Date: 12/06/2012 03:05 PM Pg: 1 of 5

Property of Cook County

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## RECORDING COVER SHEET NOTICE OF COURT ORDER REFORMING MORTGAGE

5

This notice is being recorded to provide notice to all parties that a court order was entered in case 09 CH 50170 **JPMorgan Chase Bank, National Association v. Siwa, Bogumila, et al.**, an order was entered reforming the legal description of the mortgage recorded June 21, 2002 as document 0020394599. A copy of the order is attached hereto.

Plaintiff,

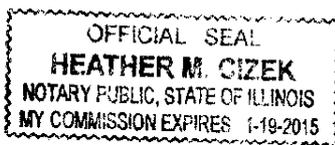
By: Stephanie Tait  
One of its Attorneys

State of Illinois  
County of Lake

Stephanie Tait

Signed or attested before me on DEC 05 2012 by \_\_\_\_\_

Heather M. Cizek  
Signature of Notary Public



**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

09-030679

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09-030679

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

PLAINTIFF,

-vs-

BOGUMILA SIWA; ADAM SIWY;  
UNKNOWN OWNERS AND NON-RECORD  
CLAIMANTS; PARK COLONY  
CONDOMINIUM NO. 21 ASSOCIATION;  
PARK COLONY HOMEOWNERS  
ASSOCIATION

DEFENDANTS

NO. 09 CH 50170

PROPERTY ADDRESS:  
9205 POTTER ROAD  
UNIT 2F  
DES PLAINES, IL 60016**ORDER OF REFORMATION**

THIS CAUSE 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 June 10, 2002, Bogumila Siwa and Adam Siwy executed a mortgage granting a security interest in the Mortgaged Premises to Plaintiff or 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 9205 Potter Road, Unit 2F, Des Plaines, IL 60016, bearing a permanent index number of 09-15-103-016-1014. The accurate legal description is:

PARCEL 1: UNIT NO. 206F **TOGETHER** WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK COLONY CONDOMINIUM BUILDING NO. 21 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596213 IN THE **NORTHWEST** QUARTER OF SECTION 15,

**UNOFFICIAL COPY**

TOWNSHIP 41 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 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596208, IN COOK COUNTY, ILLINOIS.

4. It was the intent of the parties that the mortgage be an encumbrance against the property commonly known as 9205 Potter Road, Unit 2F, Des Plaines, IL 60016, bearing permanent index No. 09-15-103-016-1014 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 9205 Potter Road, Unit 2F, Des Plaines, IL 60016.
7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 9205 Potter Road, Unit 2F, Des Plaines, IL 60016.

**IT IS THEREFORE ORDERED:**

- A) That the Mortgage dated June 10, 2002 and recorded June 21, 2002 as document number 0020694599, is and remains a valid lien against the property commonly known as 9205 Potter Road, Unit 2F, Des Plaines, IL 60016.
- B) That the Mortgage dated June 10, 2002 and recorded June 21, 2002 as document number 0020694599, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

PARCEL 1: UNIT NO. 206F **TOGETHER** WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK COLONY CONDOMINIUM BUILDING NO. 21 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596213 IN THE **NORTHWEST** QUARTER OF SECTION 15,

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TOWNSHIP 41 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 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596208, IN COOK COUNTY, ILLINOIS.

C) That the plaintiff is authorized to record this order to reflect the correct legal description for the property commonly known as 9205 Potter Road, Unit 2F, Des Plaines, IL 60016, IL bearing a permanent index number of 09-15-103-016-1014; and

D) That the Court finds no just reason to delay either enforcement or appeal of this order pursuant to Ill. Supreme Court Rule 304(a).

Dated: \_\_\_\_\_

Entered: \_\_\_\_\_

Judge

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

Property of Cook County Clerk's Office

**ENTERED**  
Judge Robert Senechalle-1915  
  
JUL 13 2012  
  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK

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(Q) "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

This Security Instrument secures to Lender: (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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County

[Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:

PARCEL 1: UNIT NO. 206fTOGETHERE WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK COLONY CONDOMINIUM BUILDING NO. 21 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596213 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25596208, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 09-15-103-016-1014 which currently has the address of  
9205 N. POTTER 2F [Street]  
Des Plaines [City], Illinois 60016 [Zip Code]  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter 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 referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all 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

DOC #: 323153

APPL #: 0008760613

LOAN #: 0008760613

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Initials: x bsc A.S.

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