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Doc#: 1308834021 Fee: \$72.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/29/2013 08:50 AM Pg: 1 of 5

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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 10 CH 25350 **BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP v. Olivares, Victor, et al.**, an order was entered reforming the legal description of the mortgage recorded December 11, 2003 as document 0334526022. A copy of the order is attached hereto.

Plaintiff,

By: _____

One of its Attorneys

Dated: MAR 27 2013

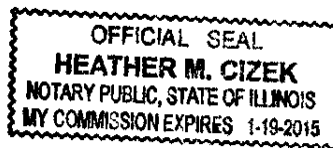
State of Illinois
County of Lake

Signed or attested before me MAR 27 2013 by Joel A. Knosher

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



09-032867

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

BANK OF AMERICA, N.A., SUCCESSOR BY
MERGER TO BAC HOME LOANS
SERVICING, LP F/K/A COUNTRYWIDE
HOME LOANS SERVICING LP
PLAINTIFF,

NO. 10 CH 25350

PROPERTY ADDRESS:
6977 NORTH ASHLAND
BOULEVARD
UNIT A
CHICAGO, IL 60626

-vs-

VICTOR M. OLIVARES; MARIA GARCIA
DEFENDANTS

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 October 8, 2003, Victor M. Olivares 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 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626, bearing a permanent index number of 11-32-112-019. The accurate legal description is:

PARCEL 1: THAT PART OF LOT 7 IN BLOCK 31 IN ROGERS PARK, A SUBDIVISION OF PART OF SECTIONS 30, 31 AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7, 33.28 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, TO A POINT **ON THE SOUTH LINE** OF SAID LOT 7, 33.08 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, TOGETHER WITH SOUTH 22 FEET OF WEST 8 FEET OF THE EAST 29 FEET OF THE WEST 135 FEET OF LOT 7 IN BLOCK 31 IN

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ROGERS PARK, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 18954248, ALL IN COOK COUNTY, ILLINOIS.

4. It was the intent of the parties that the mortgage be an encumbrance against the property commonly known as 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626, bearing permanent index No. 11-32-112-019 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 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626.
7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626.

IT IS THEREFORE ORDERED:

- A) That the Mortgage dated October 8, 2003 and recorded December 11, 2003 as document number 0334526022, is and remains a valid lien against the property commonly known as 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626.
- B) That the Mortgage dated October 8, 2003 and recorded December 11, 2003 as document number 0334526022, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

PARCEL 1: THAT PART OF LOT 7 IN BLOCK 31 IN ROGERS PARK, A SUBDIVISION OF PART OF SECTIONS 30, 31 AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7, 33.28 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, TO A POINT **ON THE SOUTH LINE** OF SAID

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LOT 7, 33.08 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, TOGETHER WITH SOUTH 22 FEET OF WEST 8 FEET OF THE EAST 29 FEET OF THE WEST 135 FEET OF LOT 7 IN BLOCK 31 IN ROGERS PARK AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 18954248, ALL 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 6977 North Ashland Boulevard, Unit A, Chicago, IL 60626, IL bearing a permanent index number of 11-32-112-019; 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

Chad Lewis
 Fisher and Shapiro, LLC
 Attorneys for Plaintiff
 2121 Waukegan Road, Suite 301
 Bannockburn, IL 60015
 (847)291-1717 847-770-4367
 Attorney No: 42168

Judge Anthony C. Kyriakopoulos

FEB 05 2013

Circuit Court 2027

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DOC ID #: 0003899093610003

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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

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 Lender and Lender's successors and assigns, the following described property located in the

COUNTY

of

COOK

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

PARCEL 1: THAT PART OF LOT 7 IN BLOCK 31 IN ROGERS PARK, A SUBDIVISION OF PART OF SECTIONS 30, 31 AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7, 33.28 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, TO A POINT OF SOUTHLINE OF SAID LOT 7, 33.08 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, TOGETHER WITH SOUTH 22 FEET OF WEST 8 FEET OF THE EAST 29 FEET OF THE WEST 135 FEET OF LOT 7 IN BLOCK 31 IN ROGERS PARK AFORESAID, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 18954248, ALL IN COOK COUNTY, ILLINOIS PIN # 11-32-112-019

Parcel ID Number: 1132112019

which currently has the address of

6977 N. ASHLAND, CHICAGO

[Street/City]

Illinois 60626 ("Property Address");

[Zip Code]

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 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.

EXHIBIT A