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Date: 12/04/2013 08:54 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 08 CH 38984 *The Bank of New York, as Trustee for the Certificate Holders CWALT, Inc. Alternative Loan Trust 2006-15CB Mortgage Pass-Through Certificates, Series 2006-15CB v. Toscas, Stephanie, et al.*, an order was entered reforming the legal description of the mortgage recorded March 30, 2006 as document 0608947090. A copy of the order is attached hereto.

Plaintiff

By:

One of its Attorneys

Stephanie Tait

Dated: 11-21-13
State of Illinois
County of Lake

This instrument was acknowledged before me on 11/21/13 by

Danielle Ogay
Michelle A. Breitzman
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

08-011034

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

THE BANK OF NEW YORK, AS TRUSTEE FOR
THE CERTIFICATE HOLDERS CWALT, INC.
ALTERNATIVE LOAN TRUST 2006-15CB
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-15CB

PLAINTIFF,

-vs-

STEPHANIE TOSCAS A/K/A STEPHANIE A.
TOSCAS A/K/A STEPHANIE TOSCAS; WELLS
FARGO BANK, N.A.; TIFFANY MANOR
CONDOMINIUMS
DEFENDANTS

NO. 08 CH 38984

PROPERTY ADDRESS:
7325 WEST TIFFANY DRIVE
UNIT 3B
ORLAND PARK, IL 60462

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 March 17, 2006, Stephanie A. Toscas 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 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462, bearing a permanent index number of 27-13-409-027-1010 and 27-13-409-027-1019. The accurate legal description is:

UNIT NUMBER 3B AND G-7 IN TIFFANY MANOR CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 50 IN COLONADES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE

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DECLARATION OF CONDOMINIUM RECORDED JUNE 23, 1995 AS DOCUMENT NUMBER 95406295 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

4. It was the intent of the parties that the mortgage be an encumbrance against the property commonly known as 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462, bearing permanent index No. 27-13-409-027-1010 and 27-13-409-027-1019 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 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462.
7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462.

IT IS THEREFORE ORDERED:

- A) That the Mortgage dated March 17, 2006 and recorded March 30, 2006 as document number 0608947090, is and remains a valid lien against the property commonly known as 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462.
- B) That the Mortgage dated March 17, 2006 and recorded March 30, 2006 as document number 0608947090, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

UNIT NUMBER 3B AND G-7 IN TIFFANY MANOR CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 50 IN COLONADES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 23, 1995 AS DOCUMENT NUMBER 95406295 TOGETHER WITH ITS UNDIVIDED

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PERCENTAGE INTEREST IN THE COMMON ELEMENTS, 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 7325 West Tiffany Drive, Unit 3B, Orland Park, IL 60462, IL bearing a permanent index number of 27-13-409-027-1010 and 27-13-409-027-1019; 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).

JUDGE DAVID B. ATKINS

OCT 04 2012

Dated: _____

Entered: _____

Judge Circuit Court-1879

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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(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
RECORDER'S OFFICE [Type of Recording Jurisdiction]
of **COOK COUNTY** [Name of Recording Jurisdiction];

UNIT 3B AND 6-7 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TIFFANY MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 95406295, IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 27-13-409-027-1010 &
7325 W. TIFFANY DR. - UNIT 3B
ORLAND PARK
("Property Address"):

27-13-409-027-1010

which currently has the address of
[Street]
[City], Illinois 60462 [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 repairs, encumbrances 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 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 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 pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

EXHIBIT A