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Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/23/2014 02:13 PM Pg: 1 of 4

space reserved for recording information

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 35491 *Ocwen Loan Servicing, LLC v. Morgan, Sharon, et al.*, an order was entered reforming the legal description of the mortgage recorded January 10, 2007 as document 0701005256. A copy of the order is attached hereto.

Prepared by and return to:

This instrument was prepared by/return to: SHAPIRO KREISMAN & ASSOCIATES, LLC F/K/A FISHER AND SHAPIRO, LLC 2121 Waukegan Road, Suite 301 Bannockburn, IL 60015 (847) 291-1717

11-054356

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11-054356

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

OCWEN LOAN SERVICING, LLC PLAINTIFF

-VS-

SHARON MORGAN
DEFENDANTS

NO. 11 CH 35491

PROPERTY ADDRESS: 9701 SOUTH SANGAMON STREET CHICAGO, IL 60643

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 bring fully advised in the premises;

THE COURT FINDS:

- 1. On or about December 14, 2006, Sharon Morgan executed a mortgage granting a security interest in the Mortgaged Fremises 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 9701 South Sangamon Street, Chicago, IL 50643 bearing a permanent index number of 25-08-222-001-0000. The accurate legal description is:

LOT 1 IN O'MEARA AND MACQUEEN'S SUBDIVISION OF LOTS 12 TO 22 IN BLOCK 36 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTHEAST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- 4. It was the intent of the parties that the mortgage be an encumbrance against the property commonly known as 9701 South Sangamon Street, Chicago, IL 60643, bearing permanent index No. 25-08-222-001-0000 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.

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- 6. Notwithstanding this inadvertent omission, the mortgage still contains sufficient information necessary to identify the property commonly known as 9701 South Sangamon Street, Chicago, IL 60643.
- 7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 9701 South Sangamon Street, Chicago, IL 60643.

IT IS THEREFORE ORDERED:

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- A) That the Mortgage dated December 14, 2006 and recorded January 10, 2007 as document number 0701005256, is and remains a valid lien against the property commonly known as 9701 South Sangamon Street, Chicago, IL 60643.
- B) That the Mortgage dated December 14, 2006 and recorded January 10, 2007 as document number 0701005256, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

LOT 1 IN O'MEARA AND MACQUEEN'S SUBDIVISION OF LOTS 12 TO 22 IN BLOCK 36 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTHEAST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

- C) That the plaintiff is authorized to record this cider to reflect the correct legal description for the property commonly known as 9701 South Sangamon Street, Chicago, IL 60643, IL bearing a permanent index number of 25-08-222-001-0000; and
- D) That the Court finds no just reason to delay either enforcement or appeal of this order pursuant to III. Supreme Court Rule 304(a).

Entered

Dated:

Judge

Kristina Cavallaro Fisher and Shapiro, LLC Attorneys for Plaintiff 2121 Waukegan Road, Suite 301 Bannockburn, IL 60015 (847)291-1717 847-770-4190 Attorney No: 42168

APR 0.5 2014

Judgo Michesi T. Mullen

Circuit Court - 2004

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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 Cook.

Land situated in the City of Chicago. County of Cook and State of Illinois described as: Lot 1 in O'Meara and MacQueen's Subdivision of Lots 12 to 22 in Block 36 in Halsted Street Addition to Washington Heights in the Southeast 1/4 of Section 5 and the Northeast 1/4 of Section B. Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Percel ID Number: 25-08-222-101-2000 6.6454 which has the address of 9701 S.SA/GAMON ST.

Chicago

(City), Illinois 60643

[Zip Code] ("Property Address"); TOGETHER WITH all the improvement yow or hereafter exected on the property, and all engenents, appartenances and fixtures now or hereafter a period the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore going is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holes on legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with its work enterests, (as nomines for Lender and Lender's successors and sasigns), has the right: to exercise any or all or enterests, including, but not limited to, the right: to forectore and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument

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 uncompared to except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any cumbrances 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.

Borrower and Leader covenant and agree as follows:

UNIFORM COVENANTS.

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when an the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth is the Note and any late charges, a set a for (a) taxes and special assessments levied or to be levied against the Property, (b) is eachold payments or ground wasts on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lenger are to a mortgage insurance premium would have been required if Lender still held the Security Instrument, each monthly payment in the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment in the Secretary in a monthly charge instead of a mortgage insurance premium to be paid by Lender to the Secretary, in a reasonable amount to be determined by the Secretary in the secretary in the secretary in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these litems are called "Escrow Recas" and the sums paid to Lender are called "Escrow Punds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 at seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated

amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on

amounts due for the mortgage insurance premium.



