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Karen A. Yarbrough
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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 14 CH 3191 *MidFirst Bank v. Davia, Lisa, et al.*, an order was entered reforming the legal description of the mortgage recorded September 10, 2004 as document 0425408073. 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

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

MIDFIRST BANK
PLAINTIFF,

-vs-

NO. 14 CH 3191

LISA M. DAVIA A/K/A LISA M. ZWIT A/K/A
LISA M. KEENE; JAMES DAVIA;
UNKNOWN OWNERS AND NON-RECORD
CLAIMANTS; UNKNOWN OCCUPANTS
DEFENDANTS

PROPERTY ADDRESS:
14622 TURNER AVENUE
MIDLOTHIAN, IL 60445

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 August 20, 2004, Lisa M. Davia 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 14622 Turner Avenue, Midlothian, IL 60445, bearing a permanent index number of 28-11-227-014-0000. The accurate legal description is:

LOT 5 IN BLOCK 9 IN ARTHUR T. MCINTOSH & CO. MIDLOTHIAN HOME GARDENS SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13

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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 14622 Turner Avenue, Midlothian, IL 60445, bearing permanent index No. 28-11-227-014-0000 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.
6. Notwithstanding this inadvertent omission, the mortgage still contains sufficient information necessary to identify the property commonly known as 14622 Turner Avenue, Midlothian, IL 60445.
7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 14622 Turner Avenue, Midlothian, IL 60445.

IT IS THEREFORE ORDERED:

- A) That the Mortgage dated August 20, 2004 and recorded September 10, 2004 as document number 0425408073, is and remains a valid lien against the property commonly known as 14622 Turner Avenue, Midlothian, IL 60445.
- B) That the Mortgage dated August 20, 2004 and recorded September 10, 2004 as document number 0425408073, together with any subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

LOT 5 IN BLOCK 9 IN ARTHUR T. MCINTOSH & CO. MIDLOTHIAN
HOME GARDENS SUBDIVISION IN THE SOUTH 1/2 OF THE
NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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- C) That the plaintiff is authorized to record this order to reflect the correct legal description for the property commonly known as 14622 Turner Avenue, Midlothian, IL 60445, IL bearing a permanent index number of 28-11-227-014-0000; 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 **ENTERED**
 JUDGE LORETTA EADIE-DANIELS - 1813
 JUN 04 2014
 DOROTHY BROWN
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, IL
 DEPUTY CLERK

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

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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 Cook County, Illinois:

LOT 5 IN BLOCK 9 IN ARTHUR T. MCINTOSH & CO. MIDLOTHIAN GARDENS SUBDIVISION
IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 28-11-227-014
which has the address of 14622 Turner Ave [Street]
Midlothian [City], Illinois 60445 [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 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 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due 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 in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to 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 shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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 *et 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 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.

IN WITNESS: 

EXHIBIT A