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Doc#: 1522944084 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/17/2015 04:49 PM Pg: 1 of 6

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 15 CH 3021 *PHH Mortgage Corporation v. Rousseau, Regine, T., et al.*, an order was entered reforming the legal description of the mortgage recorded April 29, 2004 as document 0412029075. A copy of the order is attached hereto.

Prepared by and return to:

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

15-075014

On

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15-075014

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

PHH MORTGAGE CORPORATION
PLAINTIFF,

-vs-

REGINE T. ROUSSEAU A/K/A REGINE
TERESE ROUSSEAU A/K/A REGINE
ROUSSEAU; U.S. BANK, N.A.,
SUCCESSOR IN INTEREST TO FIRST
BANK OF OAK PARK; 7701 SOUTH
CORNELL CONDOMINIUM ASSOCIATION
DEFENDANTS

NO. 15 CH 3021

PROPERTY ADDRESS:
7703 SOUTH CORNELL AVENUE
UNIT 2
CHICAGO, IL 60649

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 and its associated documents, due notice having been given, and the Court being fully advised in the premises;

THE COURT FINDS:

1. On or about March 19, 2004, Regine T. Rousseau executed a mortgage granting a security interest in the Mortgaged Premises to Plaintiff or Plaintiff's predecessor herein.
2. The property address on the Subject Mortgage contains errors and is stated on the mortgage and its associated documents, with said errors, as follows:

See attached Exhibit A

3. That the Subject Mortgage and its associated documents correctly purports to affect the property with a common street address of 7703 South Cornell Avenue, Unit 2,

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Chicago, IL 60649, bearing a permanent index number of 20-25-317-036-1006. The accurate property address is:

7703 South Cornell Avenue, Unit 2, Chicago, IL 60649

4. It was the intent of the parties that the mortgage and its associated documents be an encumbrance against the property commonly known as 7703 South Cornell Avenue, Unit 2, Chicago, IL 60649, bearing permanent index No. 20-25-317-036-1006 and that the property address on the mortgage and its associated documents be accurate.

5. The error/omission appearing in the mortgage and its associated documents property address was inadvertent and without the knowledge of either of the parties to the mortgage.

6. Notwithstanding this inadvertent omission, the mortgage and its associated documents still contains sufficient information necessary to identify the property commonly known as 7703 South Cornell Avenue, Unit 2, Chicago, IL 60649.

7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 7703 South Cornell Avenue, Unit 2, Chicago, IL 60649.

IT IS THEREFORE ORDERED:

A) That the Mortgage dated March 19, 2004 and recorded April 29, 2004 as document number 0412029075, and its associated documents is and remains a valid lien against the property commonly known as 7703 South Cornell Avenue, Unit 2, Chicago, IL 60649.

B) That the Mortgage dated March 19, 2004 and recorded April 29, 2004 as

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document number 0412029075, together with any associated documents subsequent assignments thereof, are hereby reformed to reflect the correct property address, which is as follows:

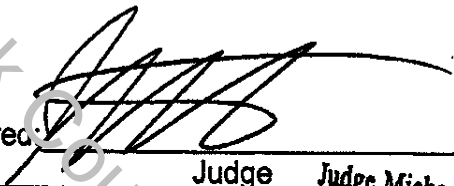
7703 South Cornell Avenue, Unit 2, Chicago, IL 60649

C) That the plaintiff is authorized to record this order to reflect the correct property address for the property commonly known as 7703 South Cornell Avenue, Unit 2, Chicago, IL 60649, IL bearing a permanent index number of 20-25-317-036-1006; 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

Judge Michael F. Otto

JUL 20 2015

Circuit Court - 2065

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

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EXHIBIT A

0412029075 Page: 3 of 28

(F) "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 ID Number: 7703 SOUTH CORNELL STREET CHICAGO ("Property Address"): which currently has the address of [Street] [City], Illinois 60649 [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 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.



Original

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EXHIBIT A



Doc#: 1227622122 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/02/2012 03:25 PM Pg: 1 of 6

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
STANLY MUNUSWAMY, ANALYST

Parcel ID Number: *20-25-317-001-0000*

[Space Above This Line For Recording Data]
Original Recording Date: April 29, 2004
Original Loan Amount: \$78,280.00
Original Lender Name: CENDANT MORTGAGE
CORPORATION
New Money: \$4,659.43

Loan No: [Redacted]
Investor Loan No: [Redacted]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of June, 2012, between REGINE T ROUSSEAU, AN UNMARRIED PERSON ("Borrower") and PHH MORTGAGE CORPORATION, whose address is 1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 19, 2004 and recorded in Instrument No: 0412029075, of the Official Records (Name of Records) of COOK County, IL (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

7703 SOUTH CORNELL STREET, CHICAGO, IL 60649,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of August 1, 2012, the amount payable under the Note and the Security Instrument (the "New

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
Loan No: [Redacted]
8300 03/11

Form 3179 1/01 (rev. 01/09)
(page 1 of 2)

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