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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/16/2016 04:21 PM Pg: 1 of 4

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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 15 CH 16909 *HSBC Bank USA, National Association as Trustee for Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2005-AP2 v. Henderson, Jason, et al.*, an order was entered reforming the legal description of the mortgage recorded February 7, 2005 as document 0503811170. 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

15-077479

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

HSBC BANK USA, NATIONAL ASSOCIATION AS
TRUSTEE FOR NOMURA ASSET
ACCEPTANCE CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-AP2
PLAINTIFF,

NO. 15 CH 16909

-vs-

PROPERTY ADDRESS:
5304 SOUTH HOYNE AVENUE
CHICAGO, IL 60609-5543

JASON HENDERSON; CITIMORTGAGE, INC.;
COMMONWEALTH MORTGAGE CORPORATION;
UNKNOWN OWNERS AND NON-RECORD
CLAIMANTS; UNKNOWN OCCUPANTS
DEFENDANTS

ORDER OF REFORMATION

THIS CAUSE coming before the Court upon Plaintiff's Motion for entry of an Order 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 January 19, 2005, Jason Henderson 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 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 5304 South Hoyne Avenue, Chicago, IL 60609-5543, bearing a permanent index number of 20-07-313-023-0000. **The accurate legal description is:**

LOT 17 IN DESTINY, BEING A RESUBDIVISION OF PART OF LOTS 17 AND 20 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1954 AS DOCUMENT 15897795 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON MAY 4, 1954 AS DOCUMENT LR 1521163, IN COOK COUNTY, ILLINOIS.

4. It was the intent of the parties that the mortgage and its associated documents be an encumbrance against the property commonly known as 5304 South Hoyne Avenue, Chicago, IL 60609-5543, bearing permanent index No. 20-07-313-023-0000 and that the legal description on the mortgage and its associated documents be accurate.
5. The error/omission appearing in the mortgage and its associated documents 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 and its associated documents still contains sufficient information necessary to identify the property commonly known as 5304 South Hoyne Avenue, Chicago, IL 60609-5543.

7. Notwithstanding this inadvertent omission, the mortgage still encumbers, and is a valid lien upon the property commonly known as 5304 South Hoyne Avenue, Chicago, IL 60609-5543.

IT IS THEREFORE ORDERED:

A) That the Mortgage dated January 19, 2005 and recorded February 7, 2005 as document number 0503811170, and its associated documents is and remains a valid lien against the property commonly known as 5304 South Hoyne Avenue, Chicago, IL 60609-5543.

B) That the Mortgage dated January 19, 2005 and recorded February 7, 2005 as document number 0503811170, together with any associated documents subsequent assignments thereof, are hereby reformed to reflect the correct legal description, which is as follows:

LOT 17 IN DESTINY, BEING A RESUBDIVISION OF PART OF LOTS 17 AND 20 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1954 AS DOCUMENT 15897795 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON MAY 4, 1954 AS DOCUMENT LR 1521163, 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 5304 South Hoyne Avenue, Chicago, IL 60609-5543, IL bearing a permanent index number of 20-07-313-023-0000; 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

Judge Bridget A. Mitchell

JAN 27 2016

Circuit Court – 2133

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

(Q) "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 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 the

COUNTY

[Type of Recording Jurisdiction]

of COOK

[Name of Recording Jurisdiction]:

LOT 17 IN DESTINY, BEING A RESUBDIVISION OF PART OF LOTS 17 AND 20 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1954 AS DOCUMENT 15897795 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON MAY 4, 1954 AS DOCUMENT LR 1521153, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 20-07-313-023-0000

5304 S. HOYNE AVE
CHICAGO

which currently has the address of

[Street]

[City], Illinois 60609

[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 and canceling this Security Instrument.

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.

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

JH