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CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

Case No. 14 CH 11813

JPMorgan Chase Bank, National Association

Plaintiff,

vs.

Parmjit Kang; Jatinder Kang; JPMorgan Chase Bank,
National Association; Unknown Owners and Non-Record
Claimants; Natoma Court Townhome Association,

Defendants.



1701329122

Doc# 1701329122 Fee \$40.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/13/2017 04:34 PM PG: 1 OF 2

ORDER OF REFORMATION

THIS CAUSE coming to be heard on Plaintiff's Motion to Clarify the Reformation Order of November 29, 2016, all parties with notice, the Court with jurisdiction and being fully apprised in the premises;

THE COURT HEREBY FINDS:

1. This Court has jurisdiction over the parties in this case and subject matter of Plaintiff's Amended Complaint to Foreclose Mortgage (the "Complaint").
2. All material allegations of the Complaint have been proven and are true.
3. On March 15, 2006, Defendants Parmjit Kang ("Parmjit") and Jatinder Kang ("Jatinder") appeared in the offices of Chicago Title and Trust Company in Skokie, Illinois for the purpose of closing a mortgage loan (the "Mortgage Loan") and the purchase of the property located at 2919 North Natoma Avenue, Unit 8, Chicago, Illinois 60643 (the "Premises"), and legally described as follows:

Parcel 1: Unit 2919-8:

That part of the South ½ of Lot 102 in the First Addition to Montclare Gardens, being a subdivision of the West ½ of the Northeast ¼ (except that part taken for railroad right of way) of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the South line of Lot 102, at a point which is 171.77 feet East of the Southwest Corner of said Lot 102, as measured along said South line of Lot 102, to a point on the North line of said Lot 102 which is 172.50 feet East of the Northwest Corner of said Lot 102, as measured along said North line of Lot 102, in Cook County, Illinois.

Parcel 2: A non-exclusive easement for the benefit of Parcel 1 as set forth in the Declaration of party wall rights, covenants, conditions, restrictions and easements recorded December 30, 2004 as Document 0436519071 and amended and restated by instrument recorded January 10, 2005 as Document 0501027033 and First Amendment recorded April 21, 2005 as Document 0511118133 and Second Amendment recorded October 19, 2005 as Document 0529219025 and as created by deed dated and recorded – as document – from – to – for the purpose of ingress and egress over the following described land:

The South 10 feet of the North ½ of Lot 102 in First Addition to Montclare Gardens, aforesaid, and the North 10 feet of the South ½ of Lot 102 in First Addition to Montclare Gardens, aforesaid.

Common Address: 2919 North Natoma Avenue, Unit 8, Chicago, Illinois 60634
Permanent Index No. 13-30-219-068-0000

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4. At said time and place, Parmjit executed and delivered a \$237,680.00 Promissory Note (the "Note") to Washington Mutual Bank, FA ("WaMu"). In addition, Parmjit and Jatinder executed a corresponding mortgage (the "Mortgage") to WaMu, which was to convey a complete mortgage lien interest in the Premises to WaMu.
5. WaMu subsequently funded the Mortgage Loan in reliance upon the belief that the Mortgage conveyed the complete mortgage lien interest in the Premises that the parties had agreed upon. In this regard, a total of \$293,900.00 (the "Purchase Price") was paid to or on behalf of 2931-35 N. Natoma, LLC ("Natoma") – the then owner of the Premises. In exchange for receipt of the Purchase Price, Natoma executed and delivered a Warranty Deed (the "Deed"), whereby it conveyed title to the Premises to Parmjit and Jatinder.
5. The Mortgage was duly recorded by the Cook County Recorder of Deeds on March 29, 2006 as Document No. 0608835325 and re-recorded on July 29, 2016 as Document No. 1621145086.
6. Unbeknownst to WaMu, Jatinder's name was omitted from the clause defining "Borrower/Mortgagor" on the first page of the Mortgage.
7. JPMorgan Chase Bank, National Association ("Chase") is the current holder of the Note and Mortgage.
8. The equities of this case are with Chase and an Order should be entered reforming the Mortgage so as to (1) include Jatinder's name in the definition of "Borrower/Mortgagor" appearing on the first page of the Mortgage; and (2) provide for the unconditional grant of a complete mortgage lien interest in the Premises from Parmjit and Jatinder.
9. On November 29, 2016, a default order was entered against Defendants Parmjit, Jatinder, JPMorgan Chase Bank, National Association, and Nationa Court Townhome Association as a result of their failure to appear in this action. The allegations of the Complaint are hereby confessed against said defendants.

IT IS HEREBY ORDERED:

- A. The March 15, 2006 Mortgage executed and delivered by Parmjit Kang and Jatinder Kang is hereby reformed so as to include Jatinder Kang's name in the definition of "Borrower/Mortgagor" appearing on the first page of the Mortgage and to provide for the unconditional grant of a complete mortgage lien interest in the Premises from Parmjit Kang and Jatinder Kang.
- B. In accordance with the March 15, 2006 Mortgage recorded on March 29, 2006 as Document No. 0608835325 and re-recorded on July 29, 2016 as Document No. 1621145086, Chase is deemed to possess a valid, complete, perfected and subsisting mortgage lien interest in the entirety of the Premises, with priority effective as of the aforementioned March 29, 2006 date of perfection.

ENTERED:



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