UNOFFICIAL COMMISSION Page 1 of

2001-04-03 12:14:48

Cook County Recorder

47.00

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AGREEMENT TO AMEND AND RESTATE PARTICIPATION AGREEMENT, NOTE AND MORTGAGE

(Single-Family Rehabilitation Program)

Project Numbe: 97-04

WHEREAS, the <u>NWH'P</u> and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated <u>December 31, 1998</u>, to provide the Mortgagors with a loan for the purpose of providing the Mortgagors with funds sufficient to rehabilitate their home.

WHEREAS, the Mortgagors have executed and delivered to the NWHP a Mortgage Note dated <u>December 31, 1998</u> wherein the Mortgagors promise to pay to the order of the <u>NWHP</u> the principal sum of <u>Fourteen thousand two hundred</u> and 00/100 Dollars (\$14,200.00) (the "Note") in repayment of a loan to the Mortgagor from the <u>NWHP</u> in like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagors also executed and delivered to the NWHP a Mortgage (the "Mortgage") dated <u>December 31, 1998</u> to secure the indebtedness set out in the Note which Mortgage conveyed an interest in the property set out in Exhibit A attached hereto and made a part hereof.

WHEREAS, Fourteen thousand eight hundred and no 00/100 Collars (\$14,800.00) was expended on the rehabilitation project, and, therefore, the Mortgagors and the November 10 Mortgage to correct the amount of the funds secured by the Note.

WHEREAS, the <u>NWHP</u> and the Mortgagors both wish to correct the property record in relation to the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. RECITALS

BOX 333-CTI

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UNOFFICIAL COPY 1900

That the foregoing recitals are incorporated herein and made a part hereof by reference.

AMOUNT OF LOAN, NOTE AND MORTGAGE 2.

That the NWHP and the Mortgagor hereby agree that the principal amount of the Agreement, Note and Mortgage shall be amended and restated to be Fourteen thousand eight hundred and 00/100 Dollars (\$14.800.00) and shall no longer be the amount of Fourteen thousand two hundred and 00/100 Dollars (\$14,200.00).

REMAINING TERMS, CONDITIONS AND COVENANTS 3.

That the NWAP and the Mortgagor agree that all other terms, conditions and covenants of the Agreement, Note and Mortgage shall remain in full force and effect for the term of the Agreement, Note and Mortgage as set out therein.

MORTGAGORS

BY: Donna L. Thomas,

Executive Director

Charles R. Edison

ATTEST:

Subscribed and sworn to before me this 27 the day of

Notáky Public

Prepared by: North West Housing Partnership 5999 New Wilke Rd., Suite 303 Rolling Meadows, IL 60008

UNOFLEAN (1900) CHICAGO TITLE INSURANCE (1900) PY

SCHEDULE A (CONTINUED)

POLICY NO.: 1409 007748461 AH

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT 133 IN PARTRIDGE HILL, PHASE 1 AND 2 BEING A SUBDIVISION OF PART OF THE WEST 33 ACRES OF THE EAST 63 ACRES OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2.

EASEMENTS FOR INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN PARTRIDGE HILL TOWNHOME AND RECREATIONAL DECLARATION, DATED JULY 29, 1975 AND RECORDED AUGUST 5, 1975 AS DOCUMENT 23176225 AS AMENDED FROM TIME TO TIME AND AS CLEATED BY DEED FROM WHEELING TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 74-208 TO CHARLES R. EIDSON AND BONNIE L. EIDSON DATED OCTOBER 3, 1975 AND RECORDED DECEMBER 31, 1976 AS DOCUMENT 23341057 IN COOK COUNTY, ILLINOIS.

PM: 07 16 316003 PH: 730 Packingham Co. Llowerman Estates IT

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.