UNOFFICIAL COP996466

2001-10-25 13:38:15 27.50

Cook County Recorder

Mail To:

Eddie Terrell

Construction Solutions, Inc.

930 W. 175th Street

Ste. 3SE-A

Homewood, IL 60430

Prepared By:

COCK COUNTY

RECORDER

EUGENE "GENE" MOORE

MARXHAM OFFICE

ACREEMENT TO AMEND AND RESTATE PARTICIPATION AGREEMENT, NOTE, AND MORTGAGE

(Single-Family Rehabilitation Program)

This Agreement is entered into effective the 4 day of Colored 2001 by and between the New Cities Community Development Corporation, an Illinois Not-For-Profit Corporation (the "Mortgagee") and Inez Taylor, (the Mortgagor").

WHEREAS, the Mortgagee and the Mortgagor executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated July 26, 1999 to provide the Mortgagor with a loan for the purpose of providing the Mortgagor with funds sufficient to rehabilitate their home.

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Mortgage Note dated July 26, 1999 wherein the Mortgagor promises to pay to the order of the Mortgagee the principal sum of Thirty Eight Thousand One Hundred Three and 00/100 Loll're (\$38,103.00) (the "Note") in repayment of a loan to the Mortgagor from the Mortgagee 17. like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagor also executed and delivered to the a Mortgagee a Mortgage (the "Mortgage") dated July 26, 1999 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, Forty One Thousand Seven Hundred Forty-Seven and 92/100 Dollars (\$41,747.92) was expended on the rehabilitation project, and, therefore, the Mortgagor and the Mortgagee wish to amend and restate the Note and the Mortgage to correct the amount of the funds secured by the Note.



Jay Gauthier

Attorney at Law

400 E. Randolph, Ste. 400

Chicago, IL 62601

Project No. 280242/314

UNOFFICIAL COPO996466 Page 2 of 4

WHEREAS, the Mortgagee and the Mortgagor 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

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

2. AMOUNT OF LOAN, NOTE AND MORTGAGE

That the Mortgagee and the Mortgagor hereby agree that the principal amount of Agreement. Note and Mortgage shall be amended and restated to be Forty One Thousand Seven Hundred Forty-Seven and 92/100 Dollars (\$41,747.92) and shall no longer be the a neunt of Thirty Eight Thousand One Hundred Three and 00/100 Dollars (\$38,103.00)

3. REMAINING TERMS, CONDITIONS AND COVENANTS

That the Mortgagee and the Mortgag or 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.

MORTGAGEE

Fiddie Terrell

New Cities Community Development Corp.

MORTGAGOR

Daylor

Inez Taylo

UNOFFICIAL COPPOP96466 Page 3 of 4

EXHIBIT A

LOT 225 IN J. E. MERRION'S ROBBINS PARK, BRING A SUBDIVISION OF LOTS 3, 4 AND PART OF LOTS 2, 12 AND 13 IN LUCHTEMEYER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE TEIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 1, 1955 AS DOCUMENT NO.16254204, IN BOOK 444 OF PLATS, PAGES 46 AND 47.

COMMON ADDRESS: 3205 Kinne Road, Robbins, IL 60472

PERMANENT INDEX NOVAER: 28-02-427-014-0000

UNOFFICIAL COPST4374

98-5741

2427014

Project Number: 2802427014

RETURN To:
New Cities Community Dev. Corp.
16333 South Halsted
Harvey / Illinois 60426
Attn: Eddie Terrell



0010996466 Page 4 of 4

JUNIOR MORTGAGE SINGLE-FAMILY REHABILITATION PROGRAM

THIS INDENTURE, made July, <u>26</u>, 1999, between the New Cities Community Development Corporation, an Illinois Not-For-Profit Corporation, herein referred to as "Mortgagee", and Inez Taylor, a widow, 3205 Kinne Road, Robbins, Illinois 60472, herein referred to as "Mortgagors", witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon a Junior Mortgage Note of even date herewith, and on extensions and renewals in the initial principal sum of Thirty Eight Thousand One Hundred Three and 00/100 DOLLARS (\$38,103.00), and for advances, if any, not to exceed Five Thousand Dollars (\$5,000.00°, payable to the order of and delivered to the Mortgagee, in and by which Junior Mortgage Note the Mortgagors promise to pay the said principal sum under the terms and conditions specified therein; with a payment of Seventy-Five percent (75%) or the principal and advances, if any, on the sale or transfer of the property or if the property that is the subject of this Junior Mortgage is no longer the Mortgagors' principal place of residence and all of said principal are made payable at such place as the holders of the Junior Mortgage Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 16333 South Halsted, Harvey, Illinois 60426.

NOW, THEREFORE, the Mortgagors to secure to the Mortgagee the repayment of the indebtedness by the Junior Mortgage Note, with interest thereon, the payment of all other sums with interest thereon, in accordance with the terms, provisions and limitations of this Junior Mortgage, and the performance of the covenants and agreements herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the CITY OF HARVEY, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Legal Description:

SEE ATTACHED EXHIBIT A

1

Box 64

(12)