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Cook County Recorder 29.00

OFFICIAL BUSINESS
DEPT. OF PLANNING & DEVELOPMENT
COUNTY OF COOK, ILLINOIS



NO CHARGE

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Project Number: 3488600032

**AMENDMENT
TO MORTGAGE, NOTE, AND HOMEOWNER LOAN AGREEMENT
GIVEN BY OR BETWEEN**

William J. & Ivette Casale AND
NORTH WEST HOUSING PARTNERSHIP,

EACH DATED 07/16/01

This Agreement, is made and entered into this 12 day of October 2001 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and William J. Casale and Ivette Casale ("Borrower"), the owner(s) of record of the real property located at 2186 Oak Avenue, Hanover Park Illinois, 60133, legally described in Exhibit A, attached hereto and by this reference made a part hereof (the "Property").

WHEREAS, the County of Cook, a body politic and corporate of the State of Illinois ("County") has been designated a Participating Jurisdiction and receives HOME Program funds under the Cranston-Gonzalez National Affordable Housing Act of 1990, The HOME Investment Partnerships Act, as amended (the "Act"), which is implemented by the HOME Investment Partnerships Program, 24 CFR Part 92, as amended ("HOME Program"); and

WHEREAS, the County has established the County HOME Program ("County HOME Program") pursuant to the Act and the HOME Program, and the County HOME Program assists in the financing and provision of affordable home ownership or rental housing which is decent, safe and sanitary to low and very-low income persons; and

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WHEREAS, Subrecipient has been selected by the County to administer a portion of the County HOME Program and has entered into a Homeowner Loan Agreement ("**Loan Agreement**") with Borrower, dated July 16, 2001, under which it loaned Borrower funds under the County HOME Program to finance the rehabilitation of the Property, as described in Exhibit A to the Homeowner Loan Agreement (the "**Project**"); and

WHEREAS, pursuant to the Loan Agreement Subrecipient agreed to loan Borrower an initial principal sum of Nineteen thousand five hundred twenty four and no cents/100 U.S. Dollars (\$ 19,524.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Twenty four thousand five hundred twenty four and no cents/100 U.S. Dollars (\$24,524.00), and any other sums advanced or expended, which principal and sums bear no interest ("**Loan Funds**" or "**Loan**"); and

WHEREAS, the Loan is evidenced by a Note, dated July 16, 2001 ("**Note**"); and the Note is secured by a Mortgage, dated July 16, 2001 and recorded in the Office of the Cook County Recorder of Deeds as document number 0010690721 ("**Mortgage**"), which Mortgage creates a mortgage lien on the Property; and

WHEREAS, pursuant to the Loan Agreement Borrower agreed to execute an Amendment to the Loan Agreement, Note and Mortgage to reflect any increase over the initial principal amount of the loan; and

WHEREAS, Subrecipient has loaned Borrower a total of Twenty two thousand five hundred thirteen and 00/100 U.S. Dollars (\$22,513.00) for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS**

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

2. **AMOUNT OF LOAN**

A. The following provisions of the Loan Agreement are amended as follows:

1. The sixth Whereas paragraph is amended to state:
"**WHEREAS**, Borrower wishes to borrow from the Subrecipient for the Project, and the Subrecipient is willing, subject to the following terms and

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conditions, to loan to Borrower for the Project, the total principal sum of Twenty two thousand five hundred thirteen and 00/100 U.S. Dollars (\$22,513.00); and

2. The first sentence of Paragraph 3(A) is amended to state:
"**Loan Amount And Interest.** The Subrecipient shall loan to Borrower and Borrower shall borrow from the Subrecipient a loan in the total principal sum of Twenty two thousand five hundred thirteen and 00/100 U.S. Dollars (\$22,513.00) which principal shall bear no interest (the "**Loan Funds**" or the "**Loan**")."
3. The Total Project Cost amount set forth on Exhibit A to the Loan Agreement is amended to state:
"\$22,513.00"
4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:
"\$22,513.00"

B. The first sentence of paragraph 1 of the Note is amended to state:

"1. BORROWER'S PROMISE TO PAY

In return for a loan that Borrower has received (the "**Loan**"), Borrower promises to pay Twenty two thousand five hundred thirteen and 00/100 U.S. Dollars (\$22,513.00) (this amount is called "principal") to the order of the Lender."

C. The first sentence of the second paragraph of the Mortgage is amended to state:
"Borrower owes Lender the total principal sum of Twenty two thousand five hundred thirteen and 00 /100 U.S. Dollars (\$22,513.00)."

3. OTHER TERMS OF THE LOAN AGREEMENT, NOTE AND MORTGAGE

Subrecipient and Borrower agree that all other terms, conditions and covenants of the Loan Agreement, Note and Mortgage shall remain in full force and effect.

4. ASSIGNMENT

Borrower reaffirms its prior consent to the assignment, by Subrecipient to the County, of Subrecipient's interest and rights granted under the Loan Agreement, Note, Mortgage, and this Amendment to said documents; and agrees that upon such assignment(s) the County shall succeed to all the rights, interests, and options of Subrecipient under said documents.

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NORTH WEST HOUSING PARTNERSHIP

By: Anna L Thomas

ATTEST: Maria J. [Signature]
Secretary

Approved as to form: [Signature]
Name:
Title:

William J. Casale
William J. Casale - Borrower

Witness: Yonda Neely

SSN: 360-72-3054

Ivette Casale
Ivette Casale - Borrower

Witness: Yonda Neely

SSN: 338-78-2054



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EXHIBIT A

COMMON STREET ADDRESS:

2186 Oak Avenue
Hanover Park, IL 60133

PIN(S):

07-36-301 006-0000

LEGAL DESCRIPTION:

ALL OF LOT 3 AND THE WESTERLY 6 FEET OF LOT 4 IN BLOCK 17 IN GRANT HIGHWAY SUBDIVISION, ONTARIOVILLE, COOK COUNTY, ILLINOIS, BEING A PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK, COUNTY ILLINOIS, ON MAY 7, 1925 AS DOCUMENT LR255219, IN COOK COUNTY, ILLINOIS.

Marta Preby

North West Housing Partnership
236 W Northwest Highway
Palatine, IL 60067