

# UNOFFICIAL COPY

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Marta Pryby  
North West Housing Partnership  
5999 New Wilke Rd Suite 404  
Roller . . . n. 60008

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

NO CHARGE



0011031800

8750/0291 07 001 Page 1 of 5  
2001-11-02 13:12:01  
Cook County Recorder 55.00

Property of Cook County

Project Number: 3488600031

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

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Vera Bolton AND  
NORTH WEST HOUSING PARTNERSHIP,

EACH DATED 06/22/01

This Agreement, is made and entered into this 25<sup>th</sup> day of September 2001 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and Vera Bolton ("Borrower"), the owner(s) of record of the real property located at 7522 Bristol Lane, Unit C, 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

**RETURN TO BOX 333**

**BOX 333-CTI**

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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 June 22, 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 Fourteen thousand eight hundred fifty six and no cents/100 U.S. Dollars (\$14,856.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Nineteen thousand eight hundred fifty six and no cents/100 U.S. Dollars (\$19,856.00), 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 June 22, 2001 ("**Note**"); and the Note is secured by a Mortgage, dated June 22, 2001 and recorded in the Office of the Cook County Recorder of Deeds as document number                      ("**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 fifteen thousand six hundred eighty six and 00/100 U.S. Dollars (\$15,686.00) 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

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Project, and the Subrecipient is willing, subject to the following terms and conditions, to loan to Borrower for the Project, the total principal sum of Fifteen thousand six hundred eighty six and 00/100 U.S. Dollars (\$15,686.00); 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 Fifteen thousand six hundred eighty six and 00/100 U.S. Dollars (\$15,686.00) 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:  
"\$15,686.00"
4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:  
"\$15,686.00"

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 Fifteen thousand six hundred eighty six and 00/100 U.S. Dollars (\$15,686.00) (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 Fifteen thousand six hundred eighty six and 00/100 U.S. Dollars (\$15,686.00)."

## **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: Mark Hummel  
Secretary

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

Vera Bolton  
Vera Bolton - Borrower

Witness: Yonda Neely

SSN: 358-52-8542

\_\_\_\_\_  
- Borrower

Witness: \_\_\_\_\_

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## EXHIBIT A

### COMMON STREET ADDRESS:

7522 Bristol Lane, Unit C  
Hanover Park, IL 60133

### PIN(S):

07-30-300.610-0009

### LEGAL DESCRIPTION:

PARCEL 1: UNIT C IN BUILDING 64 AS DELINEATED ON A SURVEY OF A PART OF LOT 4 OF HANOVER PARK HIGHLANDS, UNIT NUMBER 10, BEING A SUBDIVISION IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREFORE RECORDED AS DOCUMENT NUMBER 20672558, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO A DECLARATION OF CONDOMINIUM FOR THE LARKSPUR 8 CONDOMINIUM MADE BY 3H BUILDING CORPORATION A CORPORATION OF DELAWARE RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22296149 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM THE REAL ESTATE ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY)  
PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT AND RECORDED AS DOCUMENT NUMBER 22296150 IN COOK COUNTY, ILLINOIS.