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Cook County Recorder

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00121251

**AGREEMENT TO AMEND AND RESTATE  
HOMEOWNER LOAN AGREEMENT, NOTE AND JUNIOR MORTGAGE**

(SINGLE FAMILY REHABILITATION PROGRAM)

**PROJECT NUMBER:** 3488500074

This Agreement is made and entered into this 9th day of February, 1999, by and between West Suburban Neighborhood Preservation Agency, an Illinois intergovernmental agency, ("**Agency**") and Venita L. Smith ("**Borrower**"), the owner(s) of record of the real property located at 636 S. 18th Avenue Maywood, IL 60153, legally described in Exhibit A attached hereto and by this reference made a part hereof (the "**Property**").

**WHEREAS**, Agency and Borrower executed a Single Family Rehabilitation Program Homeowner Loan Agreement ("**Loan Agreement**") dated August 21, 1998 under which Agency loaned Borrower funds for the rehabilitation of the Property; and

**WHEREAS**, the Loan is evidenced by a Note, dated August 21, 1998, in the principal amount of Twenty-Nine Thousand Six-Hundred Seventy-Three and 00/100 (\$29,673.00) ("**Note**"); and the Note is secured by a Junior Mortgage dated August 21, 1998 and recorded as Document Number 98996221 ("**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

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**WHEREAS**, Agency has loaned Borrower a total of Thirty-Three Thousand Three Hundred Twenty-Eight and 00/100 U.S. Dollars (\$33,328.00) for the rehabilitation of the Property and, therefore, Agency and Borrower wish to amend and restate the Loan Agreement, Note and Mortgage to reflect the actual amount of funds loaned and secured by the Mortgage.

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

**1. RECITALS**

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

**2. AMOUNT OF LOAN: LOAN AGREEMENT, NOTE AND MORTGAGE**

Agency and Borrower agree that the sum of Thirty-Three Thousand Three Hundred Twenty-Eight and 00/100 U.S. Dollars (\$33,328.00) is the principal amount of the loan and the loan amount as referenced in the Loan Agreement, Note and Mortgage is hereby amended to reflect this amount as the loan amount.

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

Agency 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 Agency to the County of Cook of Agency'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 of Cook shall succeed to all the rights, interests, and options of Agency under said documents.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

WEST SUBURBAN NEIGHBORHOOD PRESERVATION AGENCY, an Illinois intergovernmental agency

By: [Signature]  
Peter La Porte  
Executive Director

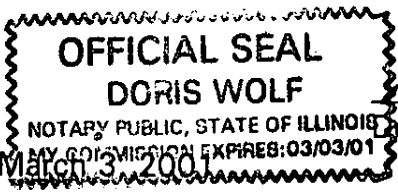
Attest: [Signature]  
Cathleen M. Halwix  
Secretary

BORROWER(S):  
[Signature]  
Venita L. Smith

STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK )

I, Doris Wolf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter La Porte, personally known to me to be the Executive Director of West Suburban Neighborhood Preservation Agency, an Illinois intergovernmental agency, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of the aforesaid agency, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of February, 1999.



[Signature]  
Doris Wolf - NOTARY PUBLIC

My Commission expires: March 3, 2001

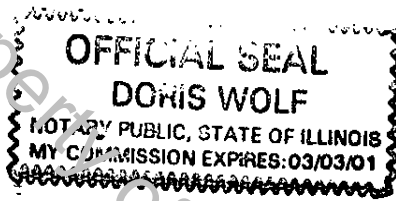
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STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

I, Doris Wolf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Venita L. Smith personally known to me, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of February, 1999.



*Doris Wolf*  
Doris Wolf - NOTARY PUBLIC

My Commission expires: March 3, 2001

THIS DOCUMENT PREPARED BY:

West Suburban Neighborhood Preservation Agency  
3200 Washington Blvd.  
Bellwood, IL 60104

THIS DOCUMENT TO BE RETURNED TO:

Cook County Planning Department  
69 W. Washington Blvd.  
Suite 2900  
Chicago, IL 60602

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EXHIBIT A

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**LEGAL DESCRIPTION:** The north 32 feet of lots 16 and the south 4 feet of lot 15 in block 10 in Cummings and Foreman Real Estate Corporation Golf Club subdivision in section 10, township 39 north, range 12, east of the third principal meridian, in Cook County, Illinois.

**PIN:** 15-10-322-027

**COMMON ADDRESS:** 636 S. 18th Avenue Maywood, IL 60153

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