



**C.T.I./CY**

79-85-820

1 unit

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

(SINGLE FAMILY REHABILITATION PROGRAM)

**PROJECT NUMBER: 3488500146**

This Agreement is made and entered into this 29th day of October, 2002, by and between West Suburban Neighborhood Preservation Agency, an Illinois intergovernmental agency, ("Agency") and Lucille Sherman & Alanda A. Fullilove ("Borrower"), a widow and not yet remarried/single and never married, the owner(s) of record of the real property located at 1624 S. 13th 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 June 12, 2002 under which Agency loaned Borrower funds for the rehabilitation of the Property; and

**WHEREAS**, the Loan is evidenced by a Note, dated June 12, 2002, in the principal amount of Twenty Thousand Two and 00/100 (\$20,002.00) ("Note"); and the Note is secured by a Junior Mortgage dated June 12, 2002 and recorded as Document Number 0020697988 ("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**, Agency has loaned Borrower a total of Twenty Thousand Twenty-Nine and 50/100 U.S. Dollars (\$20,029.50) 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.

**BOX 333-CT**

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

Agency and Borrower agree that the sum of Twenty Thousand Twenty-Nine and 50/100 U.S. Dollars (\$20,029.50) 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.

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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: *Peter La Porte*  
Peter La Porte  
Executive Director

Attest: *Gene Guarnasica*  
Secretary

**BORROWER(S):**  
*Lucille Sherman*  
Lucille Sherman

*Alanda Fullilove*  
Alanda A. Fullilove

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STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

I, Cathleen M. Halwix, 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 29th day of October, 2002.

*Cathleen M. Halwix*  
Cathleen M. Halwix - NOTARY PUBLIC

My Commission expires: February 21, 2005



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

I, Cathleen M. Halwix, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lucille Sherman & Alanda A. Fullilove personally known to me, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of October, 2002.

  
Cathleen M. Halwix - NOTARY PUBLIC

My Commission expires: February 21, 2005

THIS DOCUMENT PREPARED BY:

West Suburban Neighborhood Preservation Agency  
10031 W. Roosevelt Road Suite 101  
Westchester, IL 60154



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## EXHIBIT A

**LEGAL DESCRIPTION:** Lot 33 in Cummings and Foreman Real Estate Corporation resubdivision of Sundry lots in seminary addition to Maywood, a subdivision of part of the northeast 1/4 of section 15, township 39 north, range 12, east of the third principal meridian, in Cook County, Illinois.

**PIN:** 15-15-230-020

**COMMON ADDRESS:** 1624 S. 13th Avenue Maywood, IL 60153

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