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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/09/2003 09:27 AM Pg: 1 of 3

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AGREEMENT TO AMEND AND RESTATE PARTICIPATION AGREEMENT, NOTE AND MORTGAGE

(Single-Family Rehabilitation Program)

Project Number: 01-07

This Agreement is entered into effective the 19th of August, 2003 by and between the North West Housing Partnership, an Illinois Not-for-profit agency (the "NWHP") and Virginia Indovina (the "Mortgagors").

WHEREAS, the NWHP and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated August 17, 2002, to provide the Mortgagors with a loan for the purpose of providing the Mortgagors with funds sufficient to rehabilitate their home.

WHEREAS, the Mortgagors have executed and delivered to the NWHP a Mortgage Note dated August 17, 2002 wherein the Mortgagors promise to pay to the order of the NWHP the principal sum of Twenty nine thousand two hundred seventy and 00/100 Dollars (\$29,270.00) (the "Note") in repayment of a loan to the Mortgagor from the NWHP in like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagors also executed and delivered to the NWHP a Mortgage (the "Mortgage") dated August 17, 2002 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, Thirty one thousand nine hundred fifty five and no 00/100 Dollars (\$31,955.00) was expended on the rehabilitation project, and, therefore, the Mortgagors and the NWHP wish to amend and restate the Note and the Mortgage to correct the amount of the funds secured by the Note.

WHEREAS, the NWHP and the Mortgagors both wish to correct the property record in relation to the Mortgage.

BOX 333-CTI

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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 NWHP and the Mortgagor hereby agree that the principal amount of the Agreement, Note and Mortgage shall be amended and restated to be Thirty one thousand nine hundred fifty five and 00/100 Dollars (\$31,955.00) and shall no longer be the amount of Twenty nine thousand two hundred seventy and 00/100 Dollars (\$29,270.00).

3. **REMAINING TERMS, CONDITIONS AND COVENANTS**

That the NWHP and the Mortgagor 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.

MORTGAGORS

BY:

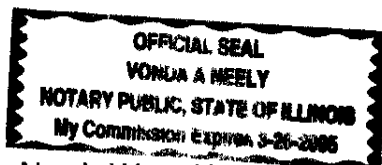
Donna L. Thomas
Donna L. Thomas,
Executive Director

Virginia E. Indovina
Virginia E. Indovina

ATTEST:

Marc Hummel
Marc Hummel, Secretary

Subscribed and sworn to before me this 19th day of August 2008



Vonda A. Neely
Notary Public

Prepared by: North West Housing Partnership
236 W. Northwest Highway
Palatine, IL 60068

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EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{2}{3}$ OF LOT 5 IN BLOCK 5 IN JOHN J. RUTHERFORD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

2114 North 74th Avenue
Elmwood Park, IL 60707

PERMANENT INDEX NUMBER:

12-36-219-030-0000