

UNOFFICIAL COPY



HE 8088701c7c
OFFICIAL BUSINESS
DEPT. OF PLANNING & DEVELOPMENT
COUNTY OF COOK, ILLINOIS

Doc#: 0325226036
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 09/09/2003 09:29 AM Pg: 1 of 5

NO CHARGE

Prepared by * mail to:

North West Housing Partnership
236 W Northwest Hwy.
Palatine, IL 60067

Project Number: 3488600041

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

Jamee F. Kruse AND
NORTH WEST HOUSING PARTNERSHIP,

EACH DATED March 27, 2003

This Agreement, is made and entered into this 29 day of August, 2003 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and Jamee F. Kruse ("Borrower"), the owner(s) of record of the real property located at 7032 Palma Lane, Morton Grove, Illinois, 60053, 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

UNOFFICIAL COPY

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 March 27, 2003, 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 Sixty one thousand six hundred eighty six and no cents/100 U.S. Dollars (\$61,686.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Sixty six thousand six hundred eighty six and no cents/100 U.S. Dollars (\$66,686.00), 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 March 27, 2003 ("**Note**"); and the Note is secured by a Mortgage, dated March 27, 2003 and recorded in the Office of the Cook County Recorder of Deeds as document number 0030486847 ("**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 Sixty five thousand four hundred eighty six and 00/100 U.S. Dollars (\$65,486.00) 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

UNOFFICIAL COPY

conditions, to loan to Borrower for the Project, the total principal sum of Sixty five thousand four hundred eighty six and 00/100 U.S. Dollars (\$65,486.00) 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 Sixty five thousand four hundred eighty six and 00/100 U.S. Dollars (\$65,486.00) 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:
"\$65,486.00"
 4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:
"\$65,486.00"
- 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 Sixty five thousand four hundred eighty six and 00/100 U.S. Dollars (\$65,486.00) (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 Sixty five thousand four hundred eighty six and 00 /100 U.S. Dollars (\$65,486.00)."

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.

UNOFFICIAL COPY

NORTH WEST HOUSING PARTNERSHIP

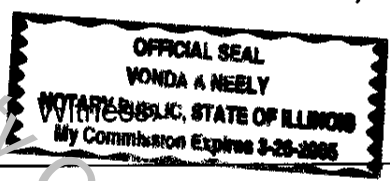
By: Amana L Thomas

ATTEST: Marc Sumner
Secretary

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

 James F. Kruse
James F. Kruse
SSN: 335-48-3997

Witness:
 Yonda Neely



- Borrower

SSN:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

COMMON STREET ADDRESS:

7032 Palma Lane
Morton Grove, IL 60053

PIN(S):

10-18-110-064-0000

LEGAL DESCRIPTION:

LOT 39 (EXCEPT THE WEST 40 FEET) AND THE WEST 50 FEET OF LOT 40 IN MILLS PARK ESTATES, BEING MILLS AND SONS SUBDIVISION OF PART OF THE NORTH 818.10 FEET OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office