

# UNOFFICIAL COPY

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Project No. 290322028



Doc#: 0426547105  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/21/2004 10:03 AM Pg: 1 of 3

## AGREEMENT TO AMEND AND RESTATE PARTICIPATION AGREEMENT, NOTE, AND MORTGAGE

(Single-Family Rehabilitation Program)

This Agreement is entered into effective the 18<sup>th</sup> day of September, 2004 by and between the Construction Solutions, Inc., an Illinois Not-For-Profit Corporation (the "Mortgagee") and Dorothy B. Burden, widow, 3600 Maxey Court, Robbins, Illinois 60472, herein referred to as ("Mortgagor").

WHEREAS, the Mortgagee and the Mortgagor executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated December 10, 2002 to provide the Mortgagor with a loan for the purpose of providing the Mortgagor with funds sufficient to rehabilitate their home.

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Mortgage Note dated December 10, 2002 wherein the Mortgagor promises to pay to the order of the Mortgagee the principal sum of Forty Seven Thousand Seven Hundred Eighty and 00/100 Dollars (\$47,780.00) (the "Note") in repayment of a loan to the Mortgagor from the Mortgagee in like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagor also executed and delivered to the Mortgagee a Mortgage (the "Mortgage") dated December 10, 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, Forty Nine Thousand Seven Hundred Twenty Three and 24/100 Dollars (\$49,723.24) was expended on the rehabilitation project, and, therefore, the Mortgagor and the Mortgagee wish to amend and restate the Note and the Mortgage to correct the amount of the funds secured by the Note.

WHEREAS, the Mortgagee and the Mortgagor both wish to correct the property record in

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relation to the Mortgage.

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 Mortgagee and the Mortgagor hereby agree that the principal amount of Agreement, Note and Mortgage shall be amended and restated to Forty Nine Thousand Seven Hundred Twenty Three and 24/100 Dollars (\$49,723.24) and shall no longer be the amount of Forty Seven Thousand Seven Hundred Eighty and 00/100 Dollars (\$47,780.00)

3. REMAINING TERMS, CONDITIONS AND COVENANTS

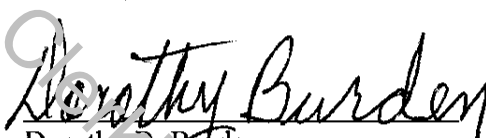
That the Mortgagee and the Mortgagor agree that all other terms, conditions and covenants of the Agreement, Note and Mortgage shall remain in full force and effect for the term of the Agreement, Note and Mortgage as set out therein.

MORTGAGEE



Eddie Terrell  
Construction Solutions, Inc.

MORTGAGOR



Dorothy B. Burden

Property of Cook County  
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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 38 IN J. E. MERRION'S ROBBINS PARK ADDITION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PROPERTY INDEX NUMBER:** 28-02-322-028-0000

**COMMON ADDRESS:** 3600 Maxey Court, Robbins, IL 60472

Property of Cook County Clerk's Office