UNOFFICIAL COPY

Mail To: Eddie Terrell Construction Solutions, Inc. 17450 S. Halsted, Ste. 300 Homewood, IL 60430

Prepared By:
Jay Gauthier
Attorney at Law
400 E. Randolph, Ste. 400
Chicage, N 60601

Project No. 2582201011



Doc#: 0426547108

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 09/21/2004 10:04 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 21/day of September, 2004 by and between the Construction Solutions, Inc., an Illinois Not-For-Profit Corporation (the "Mortgagee") and Eloise Ward, 13517 St. Louis, 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 November 14, 2001 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 November 14, 2001 wherein the Mortgagor promises to pay to the order of the Mortgagee the principal sum of Forty Five Thousand Two Hundred Thirty Five and 50/100 Dollars (\$45,235.50) (the "Note") in repayment of a loan to the Mortgago 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 November 14, 2001 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 Six Thousand Five Hundred Seventy Four and 00/100 Dollars (\$46,574.00) 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 relation to the Mortgage.

0426547108 Page: 2 of 3

UNOFFICIAL COPY

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 Six Thousand Five Hundred Seventy Four and 00/100 Dollars (\$46,574.00) and shall no longer be the amount of Forty Five Thousand Two Hundred Thirty Five and 50/100 Dollars (\$45,235.50)

3. REMAINING TEXM'S, 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. No e and Mortgage as set out therein.

MORTGAGEE

Construction Colution

Construction Solutions, Inc.

MORTGAGOR

MILED CERTIFIED CAS

Eloise Word

0426547108 Page: 3 of 3

UNOFFICIAL COPY

11138687

EXHIBIT A

LEGAL DESCRIPTION

LOTS 569 AND 570 IN BLOCK 11 IN JAS. JAY SMITH AND COMPANY'S FIRST ADDITION TO CLAIRMOUNT, BEING A SUBDIVSION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 28-02-201-013-0000 AND 28-02-201-014-0000

COMMON ADDRESS: 13517 St. Louis, Robbins, IL 60472