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Doc#: 0428004063

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 10/06/2004 10:09 AM Pg: 1 of 3

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

(Single-Family Rehabilitation Program)

Project Number: 03-09

This Agreement is entered into effective the And and between the North West Housing Partnership, an Illinois Not-for-profit agency (the "NWHP") and Amy Apelian-Taylor (the "Mortgagors").

WHEREAS, the NWHP and the Morngagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated June 7, 2004 to provide the Mortgagors with a loan for the purpose of providing the Mortgagors with funds sufficient to rehabilitate their nome.

WHEREAS, the Mortgagors have executed and delivered to the NWHP a Mortgage Note dated June 7, 2004 wherein the Mortgagors promise to pay to the order of the NWHP the principal sum of Thirty two thousand hine hundred fifty and 00/100 Dollars (\$32,950.00) (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 June 7, 2004 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 five thousand six hundred fifty and no 00/100 Dollars (\$35,650.00) 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.

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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

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 five thousand six hundred fifty and 00/100 Do'lars (\$35,650.00) and shall no longer be the amount of Thirty two thousand nine hundred fifty and 00/100 Dollars (\$32,950.00).

3. REMAINING TERMS, CONDITIONS AND COVENANTS

That the NV/HP and the Mortgagor agree that all other terms, conditions and covenants of the Agreement, Note and Mortgage shall remain in worce and effect for the term of the Agreement, Note and Mortgage as sat out therein.

MORTGAGORS

BY:

Donna L. Thomas,

Executive Director

ATTEST:

mel, Secretary

Subscribed and sworn to before me this

Ind day of

Notary Public

Prepared by:

North West Housing Partnership

NOTARY PUBLIC, STATE OF

236 W. Northwest Highway

Palatine, IL 60068

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EXHIBIT A

LEGAL DESCRIPTION

LOT 13 IN BLOCK 21 IN GLENVIEW PARK MANOR OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS.

COMMON ADDRESS:

7 Lincoln Street Glenview, IL 60 J25

PERMANENT INDEX NUMBER: R: Cook County Clark's Office

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