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



Doc#: 0428004097  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 10/06/2004 10:33 AM Pg: 1 of 5

NO CHARGE

Project Number 3488600053

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

**Mary P. Morawski AND  
NORTH WEST HOUSING PARTNERSHIP,**

**EACH DATED January 5, 2004**

This Agreement, is made and entered into this 27<sup>th</sup> day of September 2004 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and Mary P. Morawski, (AKA Mary Morawski) ("Borrower"), the owner(s) of record of the real property located at 373 Cedar Tree Court, Hoffman Estates, Illinois, 60194 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**

**BOX 333-CTI**

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**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 January 5, 2004, 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 Eleven thousand two hundred forty six and no cents/100 U.S. Dollars (\$11,246.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Sixteen thousand two hundred forty six and no cents/100 U.S. Dollars (\$16,246.00), 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 January 5, 2004 ("**Note**"); and the Note is secured by a Mortgage, dated January, 2004 and recorded in the Office of the Cook County Recorder of Deeds as document number \_\_\_\_\_ ("**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 Eighteen thousand six hundred fourteen and 00/100 U.S. Dollars (\$18,614.00) 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

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conditions, to loan to Borrower for the Project, the total principal sum of Eighteen thousand six hundred fourteen and 00/100 U.S. Dollars (\$18,614.00); 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 Eighteen thousand six hundred fourteen and 00/100 U.S. Dollars (\$ 18,614.00) 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:  
"\$ 18,614.00"
4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:  
"\$ 18,614.00"

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 Eighteen thousand six hundred fourteen and 00/100 U.S. Dollars (\$18,614.00) (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 Eighteen thousand six hundred fourteen and 00 /100 U.S. Dollars (\$18,614.00)."

### **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.

### **NORTH WEST HOUSING PARTNERSHIP**

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By: Anna L. Thomas

ATTEST: Mary J. [Signature]  
Secretary

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

Mary Morawski  
Mary P. Morawski (AKA Mary Morawski)  
SSN: 354-62-4014

Witness: [Signature]

Witness: \_\_\_\_\_

SSN:

Property of Cook County Clerk's Office

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## EXHIBIT A

**COMMON STREET ADDRESS:**

373 Cedar Tree Court  
Hoffman Estates, IL 60194

**PIN(S):**

07-15-108-022-0000

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOT 22 IN SPRING MILL UNIT 3, BEING A SUBDIVISION OF PART OF THE WEST 25 CHAINS OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD WIDENED, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED OCTOBER 10, 1973 AS DOCUMENT 22507689 AND IN THE PLAT OF SPRING MILL UNIT 3, RECORDED JUNE 6, 1974 AS DOCUMENT 22740652 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 54 ALL IN COOK COUNTY, ILLINOIS, AND CREATED BY DEED FROM OLSA FINANCIAL SERVICES CORPORATION, A CORPORATION OF ILLINOIS TO ROGER H. KELLY AND KIMBERLY S. KELLY, HIS WIFE, DATED 17, 1976 AND RECORDED SEPTEMBER 21, 1976 AS DOCUMENT 23644330.