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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 10/15/2004 07:23 AM Pg: 1 of 4

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

NO CHARGE

Project Number: 0604400040

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

GRACE E. ERWIN and the VILLAGE OF OAK PARK, EACH DATED August 21, 2003

This Agreement is made and entered into this 26th day of January, 2004 by and between Village of Oak Park, an Illinois Municipal Agency ("Subrecipient"), and Grace E. Erwin ("Borrowers"), the owner(s) of record of the real property located at 817 South Cuyler Avenue, Oak Park, Illinois, 60304, 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

**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 August 21, 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 FIFTEEN THOUSAND EIGHT HUNDRED and no/100 U.S. Dollars (\$15,800.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of TWENTY THOUSAND EIGHT HUNDRED and no/100 U.S. Dollars (\$20,800.00), 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 August 21, 2003 ("Note"); and the Note is secured by a Junior Mortgage, dated August 21, 2003 and recorded in the Office of the Cook County Recorder of Deeds as document number 0323833299 ("Mortgage"), which Mortgage creates a mortgage lien on the Property; and

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**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 SIXTEEN THOUSAND THREE HUNDRED SEVENTY and no/100 U.S. Dollars (\$16,370.00) 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 conditions, to loan to Borrower for the Project, the total principal sum of SIXTEEN THOUSAND THREE HUNDRED SEVENTY and no/100 U.S. Dollars (\$16,370.00); 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 SIXTEEN THOUSAND THREE HUNDRED SEVENTY and no/100 U.S. Dollars (\$16,370.00), 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:  
"\$16,370.00"

4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:  
"\$16,370.00"

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 SIXTEEN THOUSAND THREE HUNDRED SEVENTY and no/100 U.S. Dollars (\$16,370.00) (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 SIXTEEN THOUSAND THREE HUNDRED SEVENTY and no/100 U.S. Dollars (\$16,370.00)."

## 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.

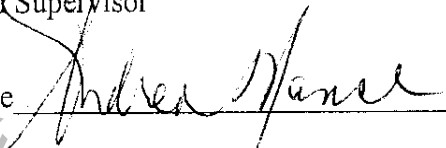
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## 4. ASSIGNMENT

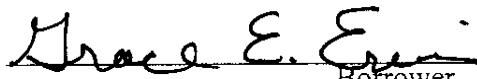
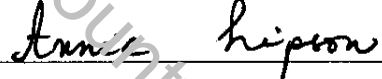
Borrower reaffirms its prior consent to the assignment, by Subrecipient to the County, of Subrecipient's interest and rights granted under the Loan Agreement, Note, Mortgage, and this Amendment to said documents; and agrees that upon such assignment(s) the County shall succeed to all the rights, interests, and options of Subrecipient under said documents.

### VILLAGE OF OAK PARK

By:   
Frank Pond  
Rehabilitation Supervisor

ATTEST:   
Andrea Mance  
Secretary

Approved as to form:   
Jack Tibbetts  
Assistant Village Attorney

 - Borrower  
Witness: 

SSN: \_\_\_\_\_  
Witness: \_\_\_\_\_  
\_\_\_\_\_  
- Borrower

SSN: \_\_\_\_\_

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## EXHIBIT A

COMMON STREET ADDRESS: 817 South Cuyler Avenue  
Oak Park, Illinois 60304

PIN(S): 16-17-124-020-0000

LEGAL DESCRIPTION: Lot 8 and the North 5 Feet of Lot 9 in Block 2 in Franklin P. Wilson's Subdivision of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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