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



Doc#: 0507302283  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 03/14/2005 10:28 AM Pg: 1 of 5

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Project Number: 3488600057

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

**Mario R. Ramirez and Hilda R. Ramirez AND  
NORTH WEST HOUSING PARTNERSHIP,**

**EACH DATED June 29, 2004**

This Agreement, is made and entered into this 3rd day of March 2005 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and Mario R. Ramirez and Hilda R. Ramirez ("Borrower"), the owner(s) of record of the real property located at 7419 Nantucket Cove, Hanover Park, Illinois, 60133 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

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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 June 29, 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 Twenty thousand ninety and no cents/100 U.S. Dollars (\$20,090.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Twenty five thousand ninety and no cents/100 U.S. Dollars (\$25,090.00), 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 June 29, 2004 ("**Note**"); and the Note is secured by a Mortgage, dated June 29, 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 Twenty three thousand seven hundred eight and 00/100 U.S. Dollars (\$23,708.00) 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 Twenty three thousand seven hundred eight and 00/100 U.S. Dollars (\$23,708.00); 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 Twenty three thousand seven hundred eight and 00/100 U.S. Dollars (\$ 23,708.00) 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:  
**"\$ 23,708.00"**
4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:  
**"\$ 23,708.00"**

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 Twenty three thousand seven hundred eight and 00/100 U.S. Dollars (\$23,708.00) (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 Twenty three thousand seven hundred eight and 00 /100 U.S. Dollars (\$23,708.00)."**

### 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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## EXHIBIT A

**COMMON STREET ADDRESS:**

7419 Nantucket Cove  
Hanover Park, IL 60133

**PIN(S):**

07-30-419-032-0000

**LEGAL DESCRIPTION:****PARCEL 1:**

LOT 117 IN BLOCK 17 IN OLDE SALEM UNIT 1-D, BEING A SUBDIVISION OF PART OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1974 AS DOCUMENT 22631788, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN OLDE SALEM DECLARATION RECORDED MAY 30, 1972 AS DOCUMENT 21919032 AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 19, 1969 AND KNOWN AS TRUST NUMBER 54135 TO ALAN ROY GILDEMEISTER AND MARTHA LEI GILDEMEISTER, HIS WIFE, DATED MAY 10, 1975 AND RECORDED JULY 7, 1975 AS DOCUMENT 23140315 OVER AND ACROSS OUT LOT "A" IN OLDE SALEM UNIT 1-D, A SUBDIVISION OF PART OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*mail to / prepared by*  
*Northwest Housing Partnership*  
*236 W. North West Hwy.*  
*Palatine IL 60067*

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By: Jonda A. Healy

ATTEST: Maria Jimenez  
Secretary

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

Mario R. Ramirez  
Mario R. Ramirez  
SSN: 338-52-0988

Witness: Jonda Healy

Hilda R. Ramirez  
Hilda R. Ramirez  
SSN: 319-80-5421

Witness: Jonda Healy

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