



Doc#: 0530649007 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/02/2005 01:40 PM Pg: 1 of 3

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

(Single-Family Rehabilitation Program)

Project Number: 04-09

This Agreement is entered into effective the 31st of October, 2005 by and between the North West Housing Partnership, an Illinois Not-for-profit agency (the "NWHP") and Rafael Vasquez and Jose Cortez (the "Mortgagors").

WHEREAS, the NWHP and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated May 23, 2005 to provide the Mortgagors with a loan for the purpose of providing the Mortgagors with funds sufficient to rehabilitate their home.

WHEREAS, the Mortgagors have executed and delivered to the NWHP a Mortgage Note dated May 23, 2005 wherein the Mortgagors promise to pay to the order of the NWHP the principal sum of Twelve thousand two hundred sixty and 00/100 Dollars (\$12,260.00) (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 May 23, 2005 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, Twelve thousand five hundred ten and no 00/100 Dollars (\$12,510.00) 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 by reference.

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 Twelve thousand five hundred ten and 00/100 Dollars (\$12,510.00) and shall no longer be the amount of Twelve thousand two hundred sixty and 00/100 Dollars (\$12,260.00).

3. **REMAINING TERMS, CONDITIONS AND COVENANTS**

That the NWHP 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, Note and Mortgage as set out therein.

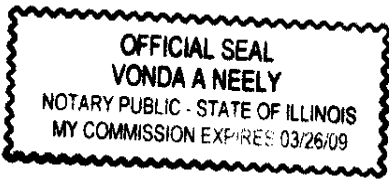
**MORTGAGORS**

BY: Rafael Vasquez  
Rafael Vasquez  
Holly Fraccaro  
Holly Fraccaro  
Executive Director

By: Jose Cortez  
Jose Cortez

ATTEST: Marc Hummel  
Marc Hummel, Secretary

Subscribed and sworn to before me this 31<sup>st</sup> day of October 2005



Vonda A Neely  
Notary Public

Prepared by: North West Housing Partnership  
236 W. Northwest Highway  
Palatine, IL 60068

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## EXHIBIT A

**LEGAL DESCRIPTION:**

LOT 2641 IN ROLLING MEADOWS UNIT NO. 17, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COMMON ADDRESS:**

4005 Wilke Road  
Rolling Meadows, IL 60008

**PERMANENT INDEX NUMBER:**

02-36-417-059-0000

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