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Doc#: 0611648047 Fee: \$32.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/26/2006 12:06 PM Pg: 1 of 5

**AGREEMENT TO AMEND AND RESTATE  
HOMEOWNER LOAN AGREEMENT, NOTE AND MORTGAGE**

(SINGLE FAMILY REHABILITATION PROGRAM)

**PROJECT NUMBER:** 3488500197

This Agreement is made and entered into this 14th day of November, 2005, by and between West Suburban Neighborhood Preservation Agency, an Illinois intergovernmental agency, ("**Agency**") and Emma R. Walls ("**Borrower**"), Widowed and not yet remarried, the owner(s) of record of the real property located at 2039 S. 17th Ave. Broadview, IL 60153, legally described in Exhibit A attached hereto and by this reference made a part hereof (the "**Property**").

**WHEREAS**, Agency and Borrower executed a Single Family Rehabilitation Program Homeowner Loan Agreement ("**Loan Agreement**") dated September 9, 2005 under which Agency loaned Borrower funds for the rehabilitation of the Property; and

**WHEREAS**, the Loan is evidenced by a Note, dated September 9, 2005, in the principal amount of Thirty Six Thousand One Hundred Eighty Nine and 00/100 (\$36,189.00) ("**Note**"); and the Note is secured by a Mortgage dated September 9, 2005 and recorded as Document Number 0527948090 ("**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**, Agency has loaned Borrower a total of Thirty Nine Thousand Five Hundred Sixty-Eight and 25/100 U.S. Dollars (\$39,568.25) for the rehabilitation of the Property and, therefore, Agency and Borrower wish to amend and restate the Loan Agreement, Note and Mortgage to reflect the actual amount of funds loaned and secured by 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**

The foregoing recitals are incorporated herein and made a part hereof by reference.

**2. AMOUNT OF LOAN: LOAN AGREEMENT, NOTE AND MORTGAGE**

Agency and Borrower agree that the sum of Thirty Nine Thousand Five Hundred Sixty-Eight and 25/100 U.S. Dollars (\$39,568.25) is the principal amount of the loan and the loan amount as referenced in the Loan Agreement. Note and Mortgage is hereby amended to reflect this amount as the loan amount.

**3. OTHER TERMS OF THE AGREEMENT, NOTE AND MORTGAGE**

Agency 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 Agency to the County of Cook of Agency'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 of Cook shall succeed to all the rights, interests, and options of Agency under said documents.

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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed as of the day and year first written above.

**WEST SUBURBAN NEIGHBORHOOD PRESERVATION AGENCY**, an Illinois intergovernmental agency

By: *Peter La Porte*  
Peter La Porte  
Executive Director

Attest: *Stacey Smith*  
Secretary

**BORROWER(S):**  
*Emma R. Walls*  
Emma R. Walls

STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK )

I, Cathleen M. Halwix, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter La Porte, personally known to me to be the Executive Director of West Suburban Neighborhood Preservation Agency, an Illinois intergovernmental agency, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of the aforesaid agency, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of November, 2005.

*Cathleen M. Halwix*  
Cathleen M. Halwix - NOTARY PUBLIC

My Commission expires: February 21, 2009



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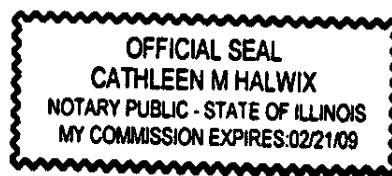
STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK )

I, Cathleen M. Halwix, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Emma R. Walls personally known to me, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of November, 2005.

  
Cathleen M. Halwix - NOTARY PUBLIC

My Commission expires February 21, 2005



THIS DOCUMENT PREPARED BY AND MAIL TO:

West Suburban Neighborhood Preservation Agency  
4415 W. Harrison St. Suite 228  
Hillside, IL 60162

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## EXHIBIT A

**LEGAL DESCRIPTION:** Lots 26 and 27 in Block 12 in Western Addition, being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

**PIN:** 15-15-416-058-0000

**COMMON ADDRESS:** 2039 S. 17th Ave. Broadview, IL 60153

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