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COUNTY OF COOK, ILLINOIS

Doc#: 0621249009 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2006 10:55 AM Pg: 1 of 5

NO CHARGE

Project Number: 3488600071

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

**Joe and Marilyn Calaranan AND
NORTH WEST HOUSING PARTNERSHIP,**

EACH DATED 10/04/05

This Agreement, is made and entered into this 25th day of July 2006 by and between North West Housing Partnership, an Illinois Not-for-Profit Corporation ("Subrecipient") and Joe Louis Calaranan and Marilyn Calaranan, ("Borrower"), the owner(s) of record of the real property located at 1726 W Sessions Walk, Hoffman Estates, Illinois, 60195 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 October 4, 2005 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 Sixteen thousand sixty eight and no cents/100 U.S. Dollars (\$16,068.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Twenty one thousand sixty eight and no cents/100 U.S. Dollars (\$21,068.00), 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 October 4, 2005 ("**Note**"); and the Note is secured by a Mortgage, dated October 4, 2005 and recorded in the Office of the Cook County Recorder of Deeds as document number 0534643174 ("**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 thousand twenty three and 00/100 U.S. Dollars (\$20,023.00) 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 Twenty thousand twenty three and 00/100 U.S. Dollars (\$20,023.00); and

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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 thousand twenty three and 00/100 U.S. Dollars (\$ 20,023.00) 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:
"\$ 20,023.00"
4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state:
"\$ 20,023.00"

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 thousand twenty three and 00/100 U.S. Dollars (\$20,023.00) (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 thousand twenty three and 00 /100 U.S. Dollars (\$20,023.00)."

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.

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NORTH WEST HOUSING PARTNERSHIP

By: Yusef Fraccaro

ATTEST: [Signature]
Secretary

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

Joe Louis Calaranan
Joe Louis Calaranan
SSN: 340-42-1752

Witness:
Vonda A. Neely

Marilyn Calaranan
Marilyn Calaranan
SSN: 320-44-7068

Witness:
Vonda A. Neely



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EXHIBIT A

I. THE PROPERTY

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 1726 IN SESSIONS WALK IN HILDALE CONDOMINIUM AS DELINATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF FRACTRIONAL SECTION 5 AND PART OF THE WEST ½ OF SECTION 8 ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25211897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT AS CREATED BY DECLARATION OF EASEMENT, RESTRICTIONS AND COVENANTS FOR HILDALE ROAD ASSOCIATION RECORDED AS DOCUMENT 25214474 AND FILED AS DOCUMENT LR 3143390 FOR INGRESS AND EGRESS AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25211897 AND AS CREATED BY DEED RECORDED DECEMBER 14, 1979 AS DOCUMENT 25282542 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 45354 TO MICHAEL F. MARTINEZ AND BESTY M. MARTINEZ HIS WIFE.

PERMANENT INDEX NUMBER(S): 07-08-101-019-1156

COMMON STREET ADDRESS: 1726 W. Sessions Walk
Hoffman Estates, IL 60195