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Doc#: 0705349018 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2007 10:56 AM Pg: 1 of 3

AGREEMENT TO AMEND AND RESTATE PARTICIPATION AGREEMENT, NOTE AND MORTGAGE

(Single-Family Rehabilitation Program)

Project Number: 05-02

This Agreement is entered into effective the 12 of September, 2006, by and between the North West Housing Partnership, an Illinois Not-for-profit agency (the "NWHP") and Patricia Weicker (the "Mortgagors").

WHEREAS, the NWHP and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated April 20, 2006 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 April 20, 2006 wherein the Mortgagors promise to pay to the order of the NWHP the principal sum of Forty eight thousand two hundred five and 00/100 Dollars (\$48,205.00) (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 April 20, 2006 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, and Fifty thousand fifty five no 00/100 Dollars (\$50,055.00) 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.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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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 Fifty thousand fifty five and 00/100 Dollars (\$50,055.00) and shall no longer be the amount of Forty eight thousand two hundred five and 00/100 Dollars (\$48,205.00).

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: *Patricia A. Weicker*
Patricia A. Weicker

By: _____

Holly Fraccaro
Holly Fraccaro
Executive Director

ATTEST: *Mark Luson*
Mark Luson, Secretary

Subscribed and sworn to before me this 9 day of September 2006.

Brandon Gill
Notary Public

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



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 2773 IN ROLLING MEADOWS UNIT NUMBER 19, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

2208 Martin Lane
Rolling Meadows, IL 60008

PERMANENT INDEX NUMBER:

02-36-215-028-0000

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