

# UNOFFICIAL COPY



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
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OFFICIAL BUSINESS  
DEPT. OF PLANNING & DEVELOPMENT  
COUNTY OF COOK, ILLINOIS

NO CHARGE

Project Number: # 34887000-048

## AMENDMENT TO JUNIOR MORTGAGE, NOTE, AND HOMEOWNER LOAN AGREEMENT

**GIVEN BY OR BETWEEN** Chicago Southland Development, Inc. an Illinois Not- For-Profit Corporation, (the "Mortgagee") and **Robert Surita, Sr.** (the "Mortgagor"), **EACH DATED February 12, 2007.**

This Agreement, is made and entered into this 28 day of March by and between **Chicago Southland Development, Inc.**, an Illinois not-for-profit Corporation ("Subrecipient") and **Robert Surita, Sr.** ("Borrower"), the owner(s) of record of the real property located at **21648 Cynthia, Sauk Village, Illinois 60411** 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

**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 February 12, 2007, 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 Loan Agreement (the "Project"); and

**WHEREAS**, pursuant to the Loan Agreement Subrecipient agreed to loan Borrower an initial principal sum of **THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY FIVE & NO/100 Dollars (\$38,275.00)** and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of **FORTY THREE THOUSAND TWO HUNDRED SEVENTY FIVE & NO/100 Dollars (\$43,275.00)**, and

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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 February 12, 2007 ("**Note**"); and the Note is secured by a Junior Mortgage, dated February 12, 2007 and recorded in the Office of the Cook County Recorder of Deeds as document number 0705347244 ("**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 **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)** 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 **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)**; 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 **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)** 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: **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)**

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4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state: **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)**

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 **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)** (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 **FORTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE & NO/100 Dollars (\$44,375.00)**."

## **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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SURITA

## AMEND & RESTATE MORTGAGE

Chicago Southland Development, Inc.

By: [Signature]  
Executive Director

ATTEST: [Signature]

Approved as to form: Kathleen Field Orr  
Attorney at Law

[Signature]  
Borrower  
SSN: 341-30-2864

Witness: [Signature]

\_\_\_\_\_  
Borrower  
SSN:

Property of Cook County Clerk's Office

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## EXHIBIT A

**Legal Description:**

**LOT 7 IN BLOCK 20 IN SOUTHDALE SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660, IN COOK COUNTY, ILLINOIS.**

**Common Address: 21648 Cynthia, Sauk Village, Illinois 60411**

**Permanent Index Number(s): 32-25-106-037-0000**

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