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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/03/2007 11:16 AM Pg: 1 of 5

OFFICIAL BUSINESS
DEPT. OF PLANNING & DEVELOPMENT
COUNTY OF COOK, ILLINOIS

NO CHARGE

Project Number: # 34887000-0049

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 Jimmy L. & Diane M. Knoop, (the "Mortgagor"), **EACH DATED February 16, 2007.**

This Agreement, is made and entered into this 31 day of May, 2007 by and between **Chicago Southland Development, Inc.**, an Illinois not-for-profit Corporation ("Subrecipient") and Jimmy L. & Diane M. Knoop ("Borrower"), the owner(s) of record of the real property located at 6643 Maple Lane Drive, Tinley Park, Illinois, 60477, 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 16, 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 Sixty Three Thousand Six Hundred Eight and No/100 U.S. Dollars (\$63,608.00) and an additional principal sum not to exceed \$5,000.00, for a maximum principal sum of Sixty Eight Thousand Six Hundred Eight and No/100 U.S.

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Dollars (\$68,608.00), 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 **February 16, 2007**, ("**Note**"); and the Note is secured by a Junior Mortgage, dated **February 16, 2007** and recorded in the Office of the Cook County Recorder of Deeds as document number 0706147319 ("**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 **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)** 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 **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)**
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 **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)** 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: **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)**

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4. The HOME Program Loan Amount set forth on Exhibit A to the Loan Agreement is amended to state: **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)**

- 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 **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)** (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 **Sixty Eight Thousand Eighteen & No/100 U. S. Dollars (\$68, 018.00)**

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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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: 319-54-8720

[Signature]
Borrower

SSN: 355-56-3569

Witness: *[Signature]*

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description:

LOT 8 IN Block 5 in Resubdivision of part of Parkside, being a subdivision of the Northeast $\frac{1}{4}$ (except the south 330 feet of the west 330 feet thereof) in Section 30, Township 36 North, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois on July 8, 1949, as document 14587876, IN COOK COUNTY, ILLINOIS

Permanent Index Number(s): 28-30-206-051-0000

Common Address: 6643 Maple Lane, Tinley Park, Illinois