Project Number: 97-08 JNOFFICIAL CO5/2/0008 82 003 Page 1 o

1998-12-10 09:40:40

Cook County Recorder

25.50

After Recording Mail To:

Financial Community Development

Corporation

16404 South Lathrop

Harvey, IL 60426

Attention: Gloria D. Walker

COOK COUNTY { RECORDER YESSE WHITE MARKHAM OFFICE





RECORDER'S STAMP

AGREEMENT TO AMEND AND RESTATE
PARTICIPATION AGREEMENT, MORTGAGE NOTE AND MORTGAGE
(Single-Family Rehabilitation Program)

IN REFERENCE TO MORTGAGE DATED SEPTEMBER 29, 1998, RECORDED OCTOBER 6, 1998 AS DOCUMENT #98893150:

This Agreement is entered into effective the 2nd day of December, 1998 by and between the Financial Community Development Corporation, an Illinois No. For Profit Corporation, (the "Mortgagee") and Catalina Mendez (the "Mortgagors").

WHEREAS, the Mortgagee and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated September 25, 1998 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 Nortgage a Mortgage Note dated September 29, 1998 wherein the Mortgagors promise to pay to the order of the Mortgagee the principal sum of Twenty Six Thousand Six Hundred and Ninety and 00/100 Dollars (\$26,690.00) (the "Note") in repayment of a loan to the Mortgagor from the Mortgagee in like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagors also executed and delivered to the Mortgagee a Mortgage (the "Mortgage") dated September 29, 1998 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, Thirty Thousand and Seventy Two 00/100 Dollars (\$30,072.00) was expended on the rehabilitation project, and, therefore, the Mortgagors and the Mortgagee wish to amend and restate the Note and the Mortgage to correct the amount of the funds secured by the Note.

WHEREAS, the Mortgagee 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:

1. RECITALS

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

UNOFFICIAL COPY Page 2 of 3

EXHIBIT A

Catalina Mendez 22218 S. Clyde Sauk Village, IL 60411

LEGAL DESCRIPTION

LOT 335 IN INDIAN HILL SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/2-OF-SECTION 25, TOWNSHIP 35 NORTH, BANGE 14 EAST OF THE THIRD PRINCIPAL MERICIAN, SOUTH OF THE CENTER LINE OF CENTER LINE OF SAUK TRAIL, IN COOK COUNTY, ILLINO'S

COMMON ADDRESS

1.2218 S. Clyde Sauk Village, IL 60411

PERMANENT INDEX NUMBER
32-25-312-007-0000

2. AMOUNT OF LOAN, NOTE AND GET GGE CAL COP \$120659 Page 3 of 3

That the Mortgagee and the Mortgagor hereby agree that the principal amount of the Agreement, Note and Mortgage shall be amended and restated to be Thirty Thousand and Seventy Two and 00/100 Dollars (\$30,072.00) and shall no longer be the amount of Twenty Six Thousand Six Hundred and Ninety and 00/100 Dollars (\$26,690.00).

3. REMAINING TERMS, CONDITIONS AND COVENANTS

That the Mortgagee 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.

Ox County Clarks

MORTGAGORS:

Financial Community Development Corporation

(SEAL)

Prepared by: Kim Kash

Attorney At Law 16406 S. Lathrop Harvey, IL 60426