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City of Palos Heights
7607 West College Drive
Palos Heights, IL 60463
Attn: Block Grant Dir.

1998-05-01 12:46:05
Cook County Recorder 27.50

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

AGREEMENT TO AMEND AND RESTATE
PARTICIPATION AGREEMENT, NOTE
AND MORTGAGE

(Single-Family Rehabilitation Program)

Project Number: 9506-PH12

This Agreement is entered into effective the 10th day of April, 1998 by and between the City of Palos Heights, an Illinois Municipal Corporation. (the "City") and Standard Bank & Trust Company, as Trustee under Trust Agreement dated January 1, 1987 and known as Trust No. 10884, (the "Mortgagors").

WHEREAS, the City and the Mortgagors executed a Single-Family Rehabilitation Program Owners Participation Agreement the ("Agreement") dated April 25, 1997 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 City a Mortgage Note dated January 17, 1997 wherein the Mortgagors promise to pay to the order of the City the principal sum of Twenty Nine Thousand Eight Hundred and 00/100 Dollars (\$29,800.00) (the "Note") in repayment of a loan to the Mortgagor from the City in like amount, together with interest thereon (the "Loan"), in installments as set forth therein.

WHEREAS, the Mortgagors also executed and delivered to the City a Mortgage (the "Mortgage") dated January 17, 1997 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, Forty One Thousand One Hundred Eight and 25/100 Dollars (\$41,108.25) was expended on the rehabilitation project, and, therefore, the Mortgagors and the City wish to amend and restate the Note and the Mortgage to correct the amount of the funds secured by the Note.

WHEREAS, the City 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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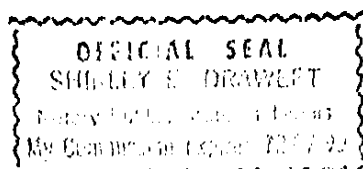
STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Bridgette W. Scanlan of the STANDARD BANK AND TRUST CO. and of said Bank, who, ~~was~~ personally known to me to be the same person whose name ~~was~~ subscribed to the foregoing instrument as such AVP & T.O. and XXXXXXXXXX, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said AVP & T.O. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as aforesaid, for the uses and purposes there set forth.

GIVEN under my hand and notarial seal, this 1st day of May, 19 98.



Shelly E. Drawlett
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION: Lot 82 in Palos Woods Subdivision of the North 40 acres of the North East 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS: 12730 Palos Avenue, Palos Heights, Illinois.

PERMANENT INDEX NUMBER: 23-36-204-012-0000

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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 City and the Mortgagor hereby agree that the principal amount of the Agreement, Note and Mortgage shall be amended and restated to be Forty One Thousand One Hundred Eight and 25/100 Dollars (\$41,108.25) and shall no longer be the amount of Twenty Nine Thousand Eight Hundred and 00/100 Dollars (\$29,800.00).

3. REMAINING TERMS, CONDITIONS AND COVENANTS

That the City 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.

CITY OF PALOS HEIGHTS

BY:

Dan Kaldenberg
Mayor

ATTEST:

Marsha Fisher
Clerk

(SEAL)

MORTGAGORS

Halina M. Haywood
Halina M. Haywood as Trustee
under Self Declaration of Trust
No. 10884, dated January 1, 1987
Halina M. Haywood
Halina M. Haywood, individually,
Beneficiary of Trust No. 10884.

Prepared by: Swanson & Brown
Attorneys-at-law
12602 South Harlem Avenue
Palos Heights, IL 60463

Mail this document to:
City of Palos Heights
7607 West College Drive
Palos Heights, IL 60463
Attn: Wayne F. Larson

4/30/98

Standard Bank and Trust Company aforesaid
and not personally

By:

Bridgette W. Scanlon
Bridgette W. Scanlon, AVP & T.O.

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be assumed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of the STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

