



Contract # 20200556  
Amendment # 1

### City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			MB	4/26/2021
City Comptroller	PSB	5-10-2021	PSB	5-10-2021
Law	AF	5.13	AF	5.13
CAFO	Ymm	5.13.21	Ymm	5.14.21
Mayor	Ymm	5/14	Ymm	5/14/21
City Comptroller				
Community Development				

5/10/2021  
KB

Vendor No.: 19561    Contract No.: 20200556    Contract Date: 02/06/2020

Contract Amt.: \$194,290.00    Issue Date: 02/24/2020    Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$ 26,053.25 Decrease  
 Appropriation Code2: 26881801-530105-68800 \$ 2,125.00 Decrease } 28,178.25  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.:                      Requisition No.: 20011876    PO No.: 20010412

Vendor Name: Clara Buitrago

Contract Type: Healthy Homes Amendment #1

Contract Purpose: Amend Contract amount for Healthy Homes project 1609 Dwight St.

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 3/23/2025    Amendment Date: 4/21/2021    Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New     Renewal     Amendment     Extension

CB

#1

**AMENDMENT TO HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT (CONTRACT #20200556)**

**AGREEMENT**, made the 21st day of April, 2021 by and between Clara Buitrago aka Clara Diaz with an address of **1609 Dwight Street and 55 Waverly Street, Springfield, Massachusetts** (hereinafter referred to as the "Borrower") and the **City of Springfield**, through its Office of Housing, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at **1609 Dwight Street and 55 Waverly Street, Springfield, Massachusetts**.

**WHEREAS**, the City and the Borrower wish to amend the rehabilitation amount within the existing Agreement;

**NOW, THEREFORE**, the parties hereto agree that their Agreement dated February 6, 2020 shall be amended as follows:

1. **Decreasing the original contract amount of \$212,468.25 (Two Hundred Twelve Thousand Four Hundred Sixty Eight and 25/100 Dollars) as identified in the original agreement as Exhibit A – Project Budget, to an amended total of \$184,290.00 (One Hundred Eighty Four Thousand Two Hundred Ninety and 00/100 Dollars) as identified in this amended agreement as Exhibit A – Final Project Budget.**
2. **All other terms and conditions remain the same.**

**IN WITNESS WHEREOF**, the Borrower and the City have executed this Amendment on this 21st day of April, 2021.

**BORROWERS:**

  
\_\_\_\_\_

Clara Buitrago aka Clara Diaz

26451815-530105-64516 \$26,053.25 Dec  
26881801-530105-68800 \$2,125.00 Dec

Approved as to Appropriation:

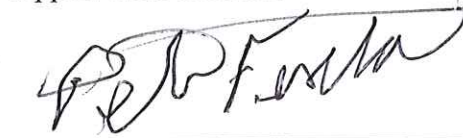
  
Office of Comptroller

**CITY OF SPRINGFIELD**

  
\_\_\_\_\_

Office of Housing

Approved as to Form:

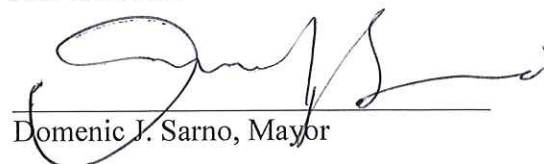
  
\_\_\_\_\_

Law Department

**APPROVED:**

  
Chief Administrative & Financial Officer

**APPROVED:**

  
Domenic J. Sarno, Mayor

**City of Springfield**  
**Healthy Homes Program**

**Rehabilitation Loan Agreement (Amendment)**

**List of Exhibits**

**Healthy Homes Rehabilitation Program Agreement Amendment**

**Exhibit A – Project Budget**

**Exhibit B – Amended Mortgage**

**Exhibit C – Amended Promissory Note**

**Exhibit A – Final Project Budget**

**Healthy Homes Rehab Project Budget**

**Homeowner/Borrower:** Clara Buitrago aka Clara Diaz

**Project Address:** 1609 Dwight Street and 55 Waverly Street

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$162,560.00
Lead Abatement	\$18,800.00
Lead Services	\$2,125.00
Legal Fees	\$700.00
Final Recording	\$105.00
<b>Total</b>	<b>\$184,290.00</b>

**MORTGAGE AMENDMENT #1  
(Contract #20200556)**

AGREEMENT, made as of the 21st day of April, 2021 by and between **Clara Buitrago aka Clara Diaz**, hereinafter referred to as "**Mortgagor**", of 1609 Dwight Street and 55 Waverly Street, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

**WHEREAS** an existing Mortgage, dated February 6, 2020, granting a security interest in the property known as 1609 Dwight Street and 55 Waverly Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 23083 Page 319. Said Mortgage expressly states an indebtedness in the principal amount of "Two Hundred Twelve Thousand Four Hundred Sixty Eight and 25/100 Dollars (\$212,468.25)"

**WHEREAS** the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by decreasing the amount borrowed to a total amount of **One Hundred Eight Four Thousand Two Hundred Ninety 00/100 Dollars (\$184,290.00)**.

**WHEREAS** the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagor,

**NOW THEREFORE**, the Mortgagor and Mortgagee hereto agree that the total indebtedness evidenced hereby is **One Hundred Eight Four Thousand Two Hundred Ninety 00/100 Dollars (\$184,290.00)**.

All other terms and conditions contained in the Mortgage instrument dated February 6, 2020, recorded February 12, 2020 in the Hampden County Registry of Deeds in Book 23083, Page 319 remain the same and are incorporated herein by reference.

**IN WITNESS WHEREOF**, The Mortgagor and the Mortgagee have executed this Agreement on this 21st day of April, 2021.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

[Signature]  
Witness

[Signature]  
Clara Buitrago aka Clara Diaz – Mortgagor


[Signature]  
Witness

[Signature]  
Dominic J. Sarno - Mayor  
City of Springfield  
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 21 day of APRIL, 2021, before me, the undersigned notary public, personally appeared CLARA BUITRAGO, proved to me through satisfactory evidence of identification, which was MA LIC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.


 **Robert P. DeMuis, Jr.**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires Dec. 30, 2022

[Signature]  
Notary Public,  
My Commission Expires: 12/30/22.

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared **Dominic J. Sarno**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 **Robert P. DeMuis, Jr.**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires Dec. 30, 2022

[Signature]  
Notary Public,  
My Commission Expires: 12/30/22.

SCHEDULE A – PROMISSORY NOTE

**FIRST AMENDMENT TO PROMISSORY NOTE**  
(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 21st day of April, 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and Clara Buitrago aka Clara Diaz, (the "Borrower").

**RECITALS**

- A. The Borrower executed a Promissory Note, payable to the City, as of February 6, 2020 (the "Note").
- B. The Borrower's contractor completed the work at a lower cost.

**AMENDMENT**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the City hereby agree as follows:

- 1. The February 6, 2020 Promissory Note had an original principal amount of **\$212,468.25 (Two Hundred Twelve Thousand Four Hundred Sixty Eight and 25/100 Dollars)**.
- 2. Due to the lower costs incurred, the parties agree to decrease the original principal amount of the Note to **\$184,290.00 (One Hundred Eighty Four Thousand Two Hundred Ninety and 00/100 Dollars)**.

This Note will continue to be secured by a Mortgage (and amendment) duly filed for record at the Hampden County Registry of Deeds.

- 3. All other terms and conditions contained in the original Promissory Note dated February 6, 2020 remain unchanged.

IN WITNESS WHEREOF, this First Amendment to Promissory Note has been duly executed by the undersigned as of the date and year first above written.

***SIGNATURES APPEAR ON FOLLOWING PAGE***

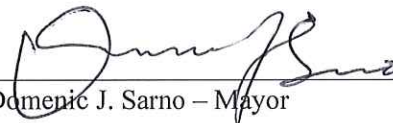


**BORROWER:**

Clara Buitrago aka Clara Diaz,

By:   
Clara Buitrago aka Clara Diaz


**CITY:**

By:   
Domenic J. Sarno - Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 21 day of APRIL, 2021, before me, the undersigned Notary Public, personally appeared the above-named CLARA BUITRAGO, proved to me through satisfactory evidence of identification, which was MA LIC, to be the person whose name is signed on the preceding or attached document, and acknowledge that s/he signed it voluntarily for its stated purpose, and acknowledged to me that s/he executed the same as her/his free act and deed.


 **Robert P. DeMuis, Jr.**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires Dec. 30, 2022

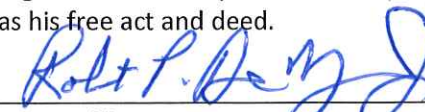
  
Notary Public  
My Commission Expires: 12/30/22

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.

 **Robert P. DeMuis, Jr.**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires Dec. 30, 2022

  
Notary Public  
My Commission Expire 12/30/22