

#1

AMENDMENT TO HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT (CONTRACT #20200588)

AGREEMENT, made the 21st day of April, 2021 by and between Carmen Jusino with an address of **33 Florence 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 **33 Florence Street, Springfield, Massachusetts**.

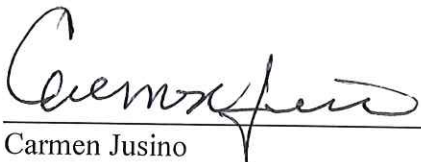
WHEREAS, the City and the Borrower wish to amend the rehabilitation amount within the existing Agreement;

NOW, THEREFORE, the parties hereto agree that their Agreement dated March 16, 2020 shall be amended as follows:

1. **Decreasing the original contract amount of \$39,623.25 (Thirty Nine Thousand Six Hundred Twenty Three Dollars & 25/100) as identified in the original agreement as Exhibit A – Project Budget, to an amended total of \$34,585.00 (Thirty Four Thousand Five Hundred Eighty Five Dollars and 00/100) 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:


Carmen Jusino

CITY OF SPRINGFIELD


Office of Housing

26451815-530105-64516 \$5,038.25 Decrease

Approved as to Appropriation:


Office of Comptroller

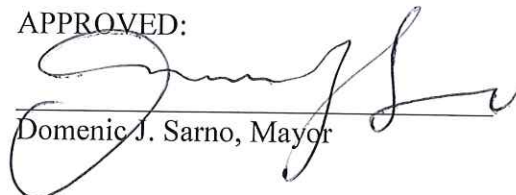
Approved as to Form:


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: Carmen Jusino

Project Address: 33 Florence Street

Project Budget	Amount
Repair/Rehab	\$23,950.00
Lead Abatement	\$9,000.00
Lead Services	\$800.00
Legal Fees	\$730.00
Final Recording	\$105.00
Total	\$34,585.00

**MORTGAGE AMENDMENT #1
(Contract #20200588)**

AGREEMENT, made as of the 21st day of April, 2021 by and between **Carmen Jusino**, hereinafter referred to as “**Mortgagor**”, of 33 Florence 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 March 16, 2020, granting a security interest in the property known as 33 Florence Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 23138 Page 302. Said Mortgage expressly states an indebtedness in the principal amount of “Thirty Nine Thousand Six Hundred Twenty Three 25/100 Dollars (\$39,623.25)”

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 Thirty Four Thousand Five Hundred Eighty Five 00/100 Dollars (\$34,585.00).

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 Thirty Four Thousand Five Hundred Eighty Five 00/100 (\$34,585.00) Dollars

All other terms and conditions contained in the Mortgage instrument dated March 16, 2020, recorded March 23, 2020 in the Hampden County Registry of Deeds in Book 23138, Page 302 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

William M
Witness

Carmen Jusino
Carmen Jusino - Mortgagor

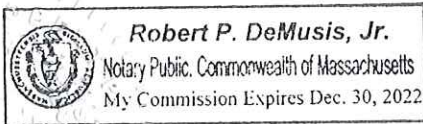
Carole Y Jackson
Witness

Dominic J. Sarno
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 **Carmen Jusino**, proved to me through satisfactory evidence of identification, which was MA DL., 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.

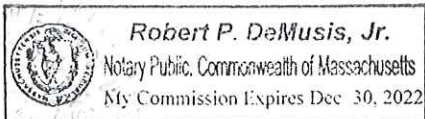


Robert P. DeMuis, Jr.
Notary Public,
My Commission Expires: 12/30/22

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,
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 Carmen Jusino, (the "Borrower").

RECITALS

- A. The Borrower executed a Promissory Note, payable to the City, as of March 16, 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 March 16, 2020 Promissory Note had an original principal amount of \$39,623.25 (Thirty Nine Thousand Six Hundred Twenty Three 00/100 Dollars).
2. Due to the lower costs incurred, the parties agree to decrease the original principal amount of the Note to \$34,585.00 (Thirty Four Thousand Five Hundred Eighty Five 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 March 16, 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:

Carmen Jusino,

By: 
Carmen Jusino


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 CARMEN JUSINO, proved to me through satisfactory evidence of identification, which was MA DL, 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. DeMuisis, Jr.**
Notary Public, Commonwealth of Massachusetts
My Commission Expires Dec. 30, 2022

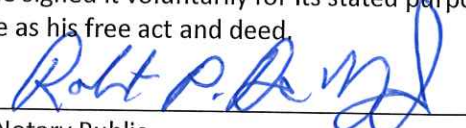

Notary Public
My Commission Expires: 12/30/22

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. DeMuisis, Jr.**
Notary Public, Commonwealth of Massachusetts
My Commission Expires Dec. 30, 2022


Notary Public
My Commission Expire 12/30/22