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Contract 20190604

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 | | | KB | 2/3/2020 |
| City Comptroller | LLF | 2.7.20 | LLF | 2.7.20 |
| Law | CF | 2-10-20 | CF | 2-10-20 |
| CAFO | CF | 2-10-2020 | CF | 2-11-2020 |
| Mayor | LLF | 2/11/20 | LLF | 2/11/20 |
| City Comptroller | | | LLF | 2.11.20 |
| Community Development | | | | |
| | | | | |
| | | | | |

Vendor No.: 19134 Contract No.: 20190604 Contract Date: 2/28/2019

Contract Amt.: \$489.90 Issue Date: 1/31/2020 Renewal Date:

INC.

Appropriation Code1: 26451815-530105-64516

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19011567 PO No.: 19012030

Vendor Name: Joanne Creedon

Contract Type: Amendment #1

Contract Purpose: Increase in Project Budget

Originating Dept.: CDBG-Disaster Revocery/Community Development

Expiration Date: 4/13/2024 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New

Renewal

Amendment

Extension

**AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20190604)**

AGREEMENT, made the 31st day of December, 2019 by and between Joanne Creedon with an address of **48 Madison Avenue, 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 **48 Madison Avenue, Springfield, Massachusetts**.

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

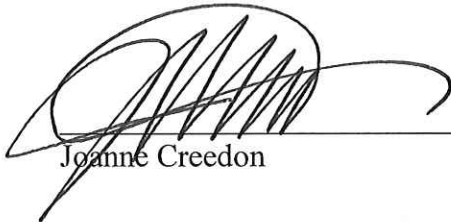
NOW, THEREFORE, the parties hereto agree that their Agreement shall be amended as follows:

1. **Increasing the original contract amount of \$158,600.00 (One Hundred Fifty-Eight Thousand, Six Hundred & 00/100 Dollars) to an amended total of \$159,089.90 (One Hundred Fifty-Nine Thousand, Eighty-Nine and 90/100 Dollars).**
2. **All other terms and conditions remain the same.**


IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 31st day of December, 2019.

BORROWERS:

CITY OF SPRINGFIELD



Joanne Creedon



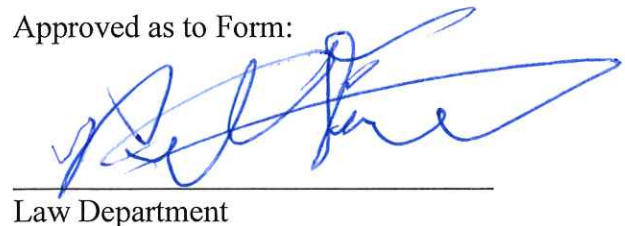
Office of Housing

LU-26451816-530105-64516 \$489.90 Jan.
Approved as to Appropriation:

Approved as to Form:



Office of Comptroller



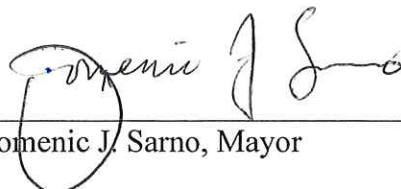
Law Department

APPROVED:

APPROVED:



Chief Administrative & Financial Officer



Domenic J. Sarno, Mayor

**Healthy Homes Rehab
Amended Project Budget**

Homeowner/Borrower: Joanne Creedon

Project Address: 48 Madison Ave.

| | Revised | Project Budget |
|--|----------------|-----------------------|
| Repair/Rehab | \$ | 89,100.00 |
| Lead Abatement | \$ | 68,300.00 |
| Healthy Homes Rehab | \$ | 157,400.00 |
| Legal Fees | \$ | 700.00 |
| Storage | \$ | 234.90 |
| Initial Healthy Homes Contract Budget | \$ | 158,600.00 |
| Initial Lead Paint Inspection | \$ | 375.00 |
| Lead Paint Reinspection | \$ | 305.00 |
| Mortgage amendment filing fee | \$ | 75.00 |
| Healthy Homes Contract Amendment #1 | \$ | 159,089.90 |

MORTGAGE AMENDMENT #1
Contract # 20190604

AGREEMENT, made as of the 31st day of December, 2019 by and between **Joanne Creedon**, hereinafter referred to as "**Mortgagor**" of 48 Madison Avenue, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Office of Housing, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

WHEREAS an existing Mortgage, dated February 28, 2019, granting a security interest in the property known as 48 Madison Avenue, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22576, Page 136. Said Mortgage expressly states an indebtedness in the principal amount of \$158,600.00 (One Hundred Fifty-Eight Thousand, Six Hundred Dollars and 00/100).

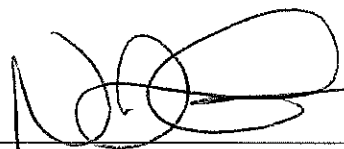
WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) referred to above by increasing the amount borrowed to a total amount of \$159,089.90 (One Hundred Fifty-Nine Thousand, Eighty-Nine Dollars and 90/100).

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


NOW THEREFORE, the Mortgagor hereto agree that the total indebtedness evidenced hereby is \$159,089.90 (One Hundred Fifty-Nine Thousand, Eighty-Nine Dollars and 90/100).

All other terms and conditions contained in the Mortgage instrument dated February 28, 2019, recorded March 5, 2019 in the Hampden County Registry of Deeds in Book 22576, Page 136 remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 31st day of December, 2019.



Witness

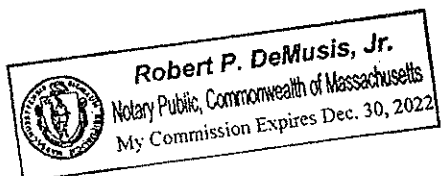


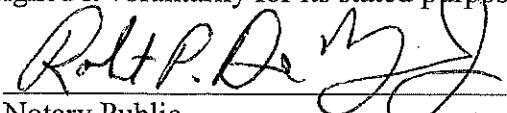
Joanne Creedon
Mortgagor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 31 day of DEC, 2019, before me, the undersigned notary public, personally appeared Joanne Creedon, 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.





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 31st day of December, 2019, by and between THE CITY OF SPRINGFIELD, (the "City"), and JOANNE CREEDON, (the "Borrower").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of February 28, 2019 (the "Note").
- B. The City supported additional expenses during the repair of the Borrower's home, including costs related to lead based paint inspections.

AMENDMENT

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

1. The February 28, 2019 Promissory Note had an original principal amount of **\$158,600.00 (One Hundred Fifty-Eight Thousand, Six Hundred and 00/100 Dollars)**.
2. Due to the extra costs incurred during the repairs at the Borrower's home (48 Madison Avenue), the parties agree to increase the original principal amount of the Note to **\$159,089.90 (One Hundred Fifty-Nine Thousand, Eighty Nine and 90/100)**.
3. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.
4. All other terms and conditions contained in the original Promissory Note dated February 28, 2019 remain unchanged.


[Remainder of page intentionally blank; signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Promissory Note to be executed as of the date and year first above written.

BORROWER:

Joanne Creedon

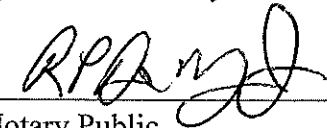
By:

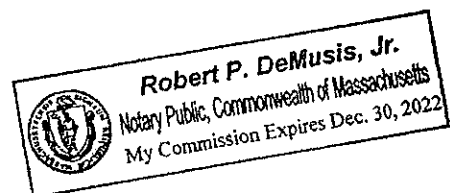

Joanne Creedon

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 31 day of DEC, 2019, before me, the undersigned notary public, personally appeared Joanne Creedon, 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.


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



CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS