

DEPARTMENT

City Comptroller

Law
CAFO
Mayor

Community Development

Contract # 20200 588 Amend # 1

DATE FORWARDED TO NEXT DEPT.

Date

Initials

Mb

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.

DATE RECEIVED

Initials

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.

Date

City Comptroller		7.		0/1/20	
Community Development					
Vendor No.: 20354 C	ontract No.: 20	200588 Cont	ract Date: 03/16/2	2020	
Contract Amt.: \$-34,535.00 Issue Date: 03/31/2020 Renewal Date:					
Appropriation Code1: 26451815-530105-64516 5,038. 35 0ec code Appropriation Code2: 26881801-530105-68800 0.00 Appropriation Code3: Appropriation Code4:					
Description of Funding Source: CDBG-NDR					
Bid No.:	Requisiti	on No.: 20013566	PO No.: 20011	816	
Vendor Name: Carmen Jusino					
Contract Type: Healthy Homes Amendment					
Contract Purpose: Amend Contract amount for Healthy Homes project 33 Florence St.					
Originating Dept.: Office of Disaster Recovery and Compliance					
Expiration Date: 5/11/20	25 Amendm	ent Date: 4/21/202	21 Extension Date	e:	
TYPE OF DOCUMENT (Ple			tension	A	

#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 this21st day of April, _2021	the City have executed this Amendment on
BORROWERS:	CITY OF SPRINGFIELD
Carmen Jusino 26451815-530105-64516\$ 5,038, 25 Decreose	Office of Housing

Approved as to Appropriation:

Approved as to Form:

Office of Comptroller

Law Department

APPROVED:

Mief Administrative & Financial Officer

APPROVED:

Domenic J. Sarno, Mayor

City of Springfield Healthy Homes Program

Rehabilitation Loan Agreement (Amendment) <u>List of Exhibits</u>

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 <u>March 16</u>, 2020, granting a security interest in the property known as <u>33 Florence Street</u>, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book <u>23138</u> Page <u>302</u>. Said Mortgage expressly states an indebtedness in the principal amount of "<u>Thirty Nine Thousand Six Hundred Twenty Three 25/100 Dollars</u> (\$39,623.25)"

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by <u>decreasing</u> the amount borrowed to a total amount of <u>Thirty Four Thousand Five Hundred Eighty Five 00/100 Dollars</u> (\$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 <u>Thirty Four Thousand Five Hundred Eighty Five</u> <u>00/100</u> (\$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 <u>21st</u> day of <u>April</u>, 2021.

SIGNATURES APPEAR ON FOLLOWING PAGE

Ç	Witness Y Jacks m. Witness	Carmen Jusino - Mortgagor Dominic J. Sarno - Mayor City of Springfield Mortgagee
	COMMONWEALTH	I OF MASSACHUSETTS
	HAMPDEN, SS.	TOT WINDSHOTTOSET 15
	On this 2 day of APRIL, 2021, be personally appeared Carmen Jusino, providentification, which was MADL. whose name is signed on the preceding or a that s/he signed it voluntarily for its stated providentification.	ed to me through satisfactory evidence of, to be the person attached document, and acknowledged to me
	Robert P. DeMusis, 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.	
	personally appeared Dominic J. Sarno , pro identification, which was personal knowled	before me, the undersigned notary public, wed to me through satisfactory evidence of ge, to be the person whose name is signed on knowledged to me that he signed it voluntarily
	Robert P. DelMusis, Jr. Notary Public. Commonwealth of Massachusetts Nty Commission Expires Dec. 30, 2022	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 <u>March 16</u>, 2020 (the "Note").
 - B. The Borrower's contractor completed the work at a <u>lower</u> 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 <u>lower costs</u> incurred, the parties agree to <u>decrease</u> 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 <u>March 16</u>, 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,

Carmen Jusino

By:

CITY:

By: Domenic J. Sarno – Mayor
COMMONWEALTH OF MASSACHUSETTS
HAMPDEN, SS
On this 2 day of APRIL , 2021, before me, the undersigned Notary Public, personally appeared the above-named <u>CARMEN JUSINO</u> , proved to me through satisfactory evidence of identification, which was <u>MADL</u> , 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. DeMusis, Jr. Notary Public, Commonwealth of Massachusetts My Commission Expires Dec. 30, 2022 COMMONWEALTH OF MASSACHUSETTS
HAMPDEN, SS
On thisday 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. DeMusis, Jr.** Notary Public My Commission Expires Dec. 30, 2022 **My Commission Expires Dec. 30, 2022