



Amendment #1  
Contract 20190689

### 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	11/27/19
City Comptroller	KA	11.27.19	KA	11.29.19
Law	PK	11.29.19	PK	11.29.19
CAFO	mm	12.2.19	mm	12.4.19
Mayor	cg	12.4.19	cg	12.4.19
City Comptroller			LA	12.5.19
Community Development				

Vendor No.: 19202    Contract No.: 20190689    Contract Date: 5/7/2019

Contract Amt.: \$3,037.64    Issue Date: 11/27/19    Renewal Date:

Appropriation Code1: 26451815-530105-64516  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.:                      Requisition No.: 19015800    PO No.: 19013510

Vendor Name: David Arriaga/154 Florence St

Contract Type: Amendment #1/Healthy Homes Rehab

Contract Purpose: Increase in funding for additional costs

Originating Dept.: Nigel Greaves/Office of Housing

Expiration Date: 6/21/2024    Amendment Date:                      Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New                       Renewal                       Amendment #1                       Extension

#1 AMENDMENT TO HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT (CONTRACT #20190689)

AGREEMENT, made the 14th day of November, 2019 by and between David Arriaga with an address of 154 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 154 Florence Street, Springfield, Massachusetts.

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

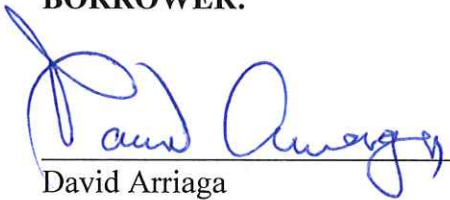
NOW, THEREFORE, the parties hereto agree that their Agreement shall be amended as follows:

1. Increasing the original contract amount of \$36,938.31 (Thirty-Six Thousand, Nine Hundred Thirty-Eight and 31/100) to an amended total of \$39,975.95 (Thirty-Nine Thousand, Nine Hundred Seventy Five and 95/100).
2. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 14th day of November, 2019.

BORROWER:

CITY OF SPRINGFIELD

  
David Arriaga

  
Office of Housing

LM 26451815-530105-64516 \$3,037.64 incr

APPROVED AS TO APPROPRIATION:

APPROVED AS TO FORM:

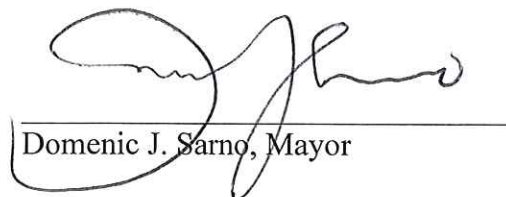
  
Office of Comptroller

  
Law Department

APPROVED:

APPROVED:

  
Chief Administrative & Financial Officer  
deputy

  
Domenic J. Sarno, Mayor

## Healthy Homes Rehab Amended Project Budget

Homeowner/Borrower: David Arriaga

Project Address: 154 Florence Street

Cost Description	Project Budget
General Rehab	\$ 25,700.00
Lead Abatement	\$ 9,500.00
<b>Initial Rehab Contract</b>	<b>\$ 35,200.00</b>
Legal Fees	\$ 700.00
MassSave	\$ 1,038.31
<b>Initial Healthy Homes Contract</b>	<b>\$ 36,938.31</b>
Lead Paint initial inspection	\$ 1,565.00
*Lead paint re-inspection	\$ 1,090.00*
*Lead paint re-inspection (contractor's responsibility)	\$ (200.00)*
Weatherization (removal of one MassSave line-item)	\$ (274.31)
PODS storage container	\$ 781.95
Mortgage amendment filing fee	\$ 75.00
<b>Total</b>	<b>\$ 39,975.95</b>

*\*Total amount due for 'Lead paint re-inspection' was \$1,090, of which \$200.00 is the contractor's responsibility and will be deducted from final retainage payment.*

MORTGAGE AMENDMENT #1  
Contract # 20190689

AGREEMENT, made as of the 14<sup>th</sup> day of November, 2019 by and between **David Arriaga**, hereinafter referred to as "**Mortgagor**" of 154 Florence Street, 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 Deputy Director of Housing, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

WHEREAS an existing Mortgage, dated May 7th, 2019, granting a security interest in the property known as 154 Florence Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22662 Page 457. Said Mortgage expressly states an indebtedness in the principal amount of \$36,938.31 (Thirty-Six Thousand, Nine Hundred Thirty-Eight and 31/100).

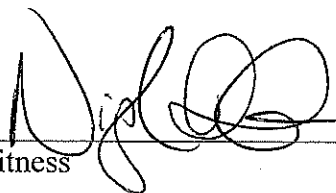
WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) referred to above by increasing the amount borrowed to a total amount of \$39,975.95 (Thirty-Nine Thousand, Nine Hundred Seventy Five Dollars and 95/100).

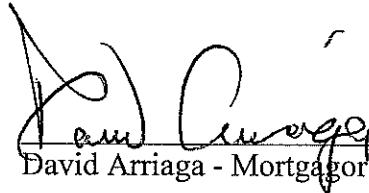
WHEREAS the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagor,

NOW THEREFORE, the Mortgagor hereto agree that the total indebtedness evidenced hereby is \$39,975.95 (Thirty-Nine Thousand, Nine Hundred Seventy Five Dollars and 95/100).

All other terms and conditions contained in the Mortgage instrument dated May 7, 2019, recorded May 13, 2019 in the Hampden County Registry of Deeds in Book 22662, Page 457 remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 14<sup>th</sup> day of November, 2019.

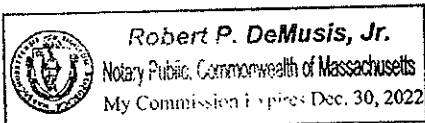
  
\_\_\_\_\_  
Witness

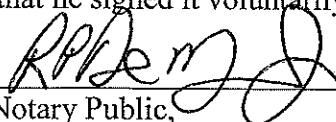
  
\_\_\_\_\_  
David Arriaga - Mortgagor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 14 day of November, 2019, before me, the undersigned notary public, personally appeared **David Arriaga**, 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 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 14<sup>th</sup> day of November, 2019, by and between THE CITY OF SPRINGFIELD, (the "City"), and DAVID ARRIAGA, (the "Borrowers").

**RECITALS**

A. The Borrowers executed a Promissory Note payable to the City as of May 7, 2019 (the "Note").

B. The Borrowers' incurred additional costs for inspections and storage during the repair of the Borrower's home.

**AMENDMENT**

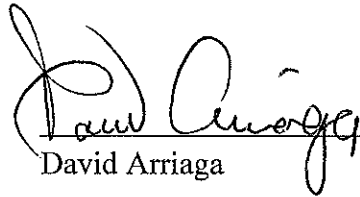
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the City hereby agree as follows:

1. The May 7, 2019 Promissory Note had an original principal amount of **\$36,938.31 (Thirty-Six Thousand, Nine Hundred Thirty Eight and 31/100 Dollars)**.
2. Due to the extra costs incurred during the repairs at the Borrower's home (154 Florence Street, Springfield, MA), the parties agree to increase the original principal amount of the Note to **\$39,975.95 (Thirty-Nine Thousand, Nine Hundred Seventy-Five and 95/100 Dollars)**.
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 May 7, 2019 remain unchanged.

*[Remainder of page intentionally blank; signatures appear on 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.

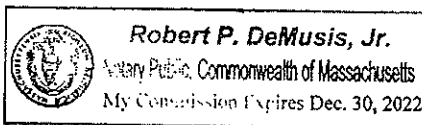
**BORROWER:** David Arriaga

By:   
David Arriaga

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 14 day of NOVEMBER, 2019, before me, the undersigned Notary Public, personally appeared the above-named DAVID ARRIAGA, 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 that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



  
Notary Public  
My Commission Expires: 12/30/22

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

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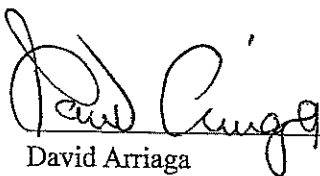
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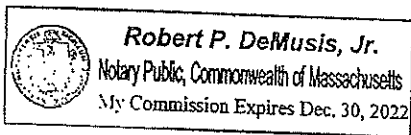
**BORROWER:** David Arriaga

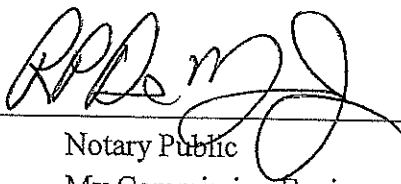
By:   
David Arriaga

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