

DEPARTMENT

City Comptroller

Law
CAFO
Mayor

Community Development

Amendment **
Contract 20200311

DATE FORWARDED TO NEXT DEPT.

Date

Initials

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	0			
Community Development				
Vendor No.: 19205 Co	ontract No.: 20	200311 Cont	ract Date: 9/12/20	19
Contract Amt.: \$10,136.	九)		ewal Date:	
Appropriation Code1: 26 Appropriation Code2:	431813-33010	03-04310		
Appropriation Code2: Appropriation Code3:				
Appropriation Code3: Appropriation Code4:				
rippropriation code i.				
Description of Funding S	Source: CDBG	-NDR		
Bid No.:	Requisiti	on No.: 20006216	PO No.: 20005	846
Vendor Name: Lisette G	odbout/Investo	or Owned		
Contract Type: Amendm	ent #1 CDBG-	NDR Healthy Ho	mes Rehab	
Contract Purpose: Decrease in funding for Rehab Project at 55 Harriet St, Spfld MA				
Originating Dept.: Nigel Greaves/Office of Housing				
Expiration Date:	Amendm	ent Date:	Extension Date	:
TYPE OF DOCUMENT (Ple	ase select at least	one):		
□ New □ Renewal			tension	

AMENDMENT TO HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT (CONTRACT #20200311)

AGREEMENT, made the day of ______, 2021 by and between Lisette Godbout with an address of 169 Cady Street, Ludlow, MA 01056 (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 55 Harriet Street, Springfield, Massachusetts.

WHEREAS, the City and the Borrowers 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. Decreasing the original contract amount of \$66,188.00 (Sixty-Six Thousand, One Hundred Eighty-Eight and 00/100 Dollars) to an amended total of \$56,051.96 (Fifty-Six Thousand, Fifty-One and 96/100 Dollars).
- 2. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the Borrowers and the City have executed this Amendment on this ______ day of _______ 2021.

BURRUWERS:	CITY OF SPRINGFIELD
Lisette Godbout Lisette Godbout	Office of Housing

W 2646 1815-530106-44516 \$10,136.04 decr

Approved as to Appropriation:

Office of Comptroller

Approved as to Form:

Law Department

APPROVED:

Timothy J. Plante

Chief Administrative & Financial Officer

APPROVED:

Domenic J. Sarno

Mayor

Healthy Homes Rehab Project Budget Amended Budget #1

Homeowner/Borrower: Lisette Godbout

Project Address: <u>55 Harriet Street, Springfield MA</u>

Cost Description		Project Budget	
General Rehab		36,200.00	
Lead Abatement		13,500.00	
Initial Rehab Contract		49,700.00	
Change order		3,600.00	
Total Rehab Contract		53,300.00	
Less 10 % Homeowner investment		(5,330.00)	
Final Rehab Budget		47,970.00	
Initial Lead Inspection		2,655.00	
Lead Re-inspection		1,644.96	
Relocation		3,402.00	
Legal fees		100.00	
Mortgage filing fee		175.00	
Mortgage Amendment fee		105.00	
Grand Total, incl. administrative		56,051.96	

MORTGAGE AMENDMENT #1 Contract # 20200311

AGREEMENT, made as of the day of March, 2021 by and between Lisette Godbout, hereinafter referred to as "Mortgagor", of 169 Cady Street, Ludlow, 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 September 12, 2019, granting a security interest in the property known as 55 Harriet Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22866 Page 206. Said Mortgage expressly states an indebtedness in the principal amount of \$66,188.00 (Sixty-Six Thousand, One Hundred Eighty-Eight and 00/100 Dollars).

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) referred to above by decreasing the amount borrowed to a total amount of \$56,051.96 (Fifty-Six Thousand, Fifty-One and 96/100 Dollars).

WHEREAS the Mortgagee seeks to reduce its security in the property to reflect total amount loaned to the Mortgagors,

NOW THEREFORE, the Mortgagor hereto agree that the total indebtedness evidenced hereby is \$56,051.96 (Fifty-Six Thousand, Fifty-One and 96/100 Dollars).

All other terms and conditions contained in the Mortgage instrument dated September 12, 2019, recorded September 23, 2019 at the Hampden County Registry of Deeds in Book 22866 Page 206, remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 26 day of Mounday, 2020.

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

Witness

Mortgagor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

2/th a MARCH	2004 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
On this 26 ⁺ day of MARCH	, 2021, before me, the undersigned notary public, personally
appeared LISETTE GODBOUT	, proved to me through satisfactory evidence of identification,
which was MA LICENSE	_, to be the person whose name is signed on the preceding or
attached document, and acknowle	edged to me that he signed it voluntarily for its stated purpose.

	Robert P. DeMusis, Jr. Notary Public, Commonwealth of Massachusetts No. Commission Expires Dec. 30, 2022
Mar Ma	A Lin Commonwealth of Massachusetts
	Notary Public, Commonwealth of the
The state of	My Commission Expires Dec. 30, 2022

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

Office of Housing, City of Springfield Mortgagee

COMMONWEALTH OF MASSACHUSETTS

Geraldine McCafferty HAMPDEN, SS. On this 26th day of MARCH / ____, 2021, before me, the undersigned notary public, personally appeared LISETTE Gobber, proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDG 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. DeMusis, Jr. Notary Public, Commonwealth of Massachusetts My Commission Expires Dec. 30, 2022

My Commission Expires: 12/30/22

Witness

Domenic J. Sarno,

Mayor, City of Springfield

Mortgagee

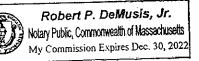
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this <u>26+</u> day of <u>MARCH</u>, 2021, before me, the undersigned notary public, personally appeared <u>DoMENIC J. SARNO</u>, proved to me through satisfactory evidence of identification, which was <u>PERSONAL KNOWLEG</u> 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: [2]



SCHEDULE A – PROMISSORY NOTE

FIRST AMENDMENT TO PROMISSORY NOTE (City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 21 day of , 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and LISETTE GODBOUT, (the "Borrower").

RECITALS

- A. The Borrower executed a Promissory Note payable to the City as of September 12, 2019 (the "Note").
- B. The City, after accounting for administrative fees and construction change orders, has reconciled all expenses related to the repair of the Borrower's property and effectively netted out the "Contingency" line item in the project budget.

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 September 12, 2019 Promissory Note had an original principal amount of \$66,188.00 (Sixty-Six Thousand, One Hundred Eighty-Eight and 00/100 Dollars).
- 2. After reconciling the original project budget against all related expenses for rehab project at the Borrower's property, 55 Harriet Street, the parties agree to decrease the original principal amount of the Note to \$56,051.96 (Fifty-Six Thousand, Fifty-One and 96/100 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 September 12, 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.

CITY:

THE CITY OF SPRINGFIELD, acting by and through its Mayor

Ву:

Name: Domenic J. Sarno

Title: Mayor

BORROWER:

LISETTE GODBOUT

Ву:

Name: Lisette Godbout