



Amendment #1

Contract 20210624

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			MG	8/22/21
City Comptroller	KK	8/12/21	KK	8/13/21
Law	FF	8.16	FF	8.16
CAFO	JMM	8.17.21	JMM	8.18.21
Mayor	JMM	8/18	JMM	8/18
City Comptroller				
Community Development				

KB
8/12/21

Vendor No.: 21695 Contract No.: 20210624 Contract Date: 08/27/2020

Contract Amt.: \$78,840.00 Issue Date: 8/12/2021 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$26,707.75 increase
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 21010342 PO No.: 21009127

Vendor Name: Enrique Santiago

Contract Type: CDBG-NDR Healthy Homes

Contract Purpose: Rehab of 1 Atwood Place

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 10/11/2025 Amendment Date: 06/07/2021 Extension Date:

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

CP

#1

**AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT # 20210624)**

AGREEMENT, made the 7th day of June, 2021 by and between Enrique Santiago with an address of 1 Atwood Place, **Springfield, Massachusetts** (hereinafter referred to as the "Borrower") and the **City of Springfield**, through its Office of Disaster Recovery, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at 1 Atwood Place, **Springfield, Massachusetts**.

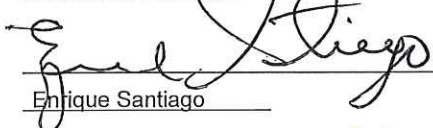
WHEREAS, the City and the Borrower wish to amend the rehabilitation amount within the existing Agreement;

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

1. Increasing the original contract amount of \$ 52,135.25 (Fifty Two Thousand One Hundred and Thirty Five 00/100 Dollars) as identified in the original agreement as **Exhibit A – Project Budget**, to an amended total of \$ 78,840.00 (Seventy Eight Thousand Eight Hundred and Forty 00/100 Dollars) 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 7th day of June, 2021.

BORROWERS:



Enrique Santiago

CITY OF SPRINGFIELD



Office of Disaster Recovery

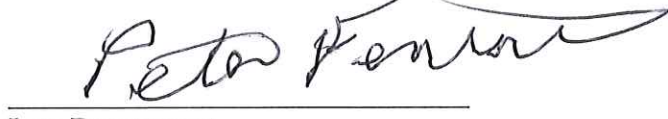
26451915-530105-64516 \$26,704.75
Increase

UKV Approved as to Appropriation:

Approved as to Form:



Office of Comptroller



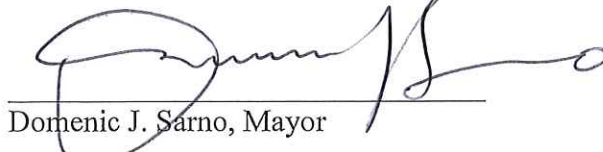
Law Department

APPROVED:

APPROVED:



Chief Administrative & Financial Officer



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: Enrique Santiago

Project Address: 1 Atwood Place

Project Budget	Amount
Repair/Rehab	\$ <u>76,705.00</u>
Lead Abatement	\$ <u>0.00</u>
Lead Services	\$ <u>0.00</u>
Legal Fees	\$ <u>730.00</u>
Final Recording	\$ <u>105.00</u>
NAI Plotkin	\$ <u>1,300.00</u>
Total	\$ <u>78,840.00</u>

MORTGAGE AMENDMENT # 1
(Contract # 20210624)

AGREEMENT, made as of the 7th day of June, 2021 by and between Enrique Santiago, hereinafter referred to as "**Mortgagor**", of 1 Atwood Place, 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 December 16th, 2020, granting a security interest in the property known as 1 Atwood Place, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 23628 Page 278. Said Mortgage expressly states an indebtedness in the principal amount of "Fifty Two Thousand One Hundred and Thirty Five 25/100 Dollars (\$ 52,135.25)"

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by Increasing the amount borrowed to a total amount of Seventy Eight Thousand Eight Hundred and Forty 00/100 Dollars (\$ 78,840.00).

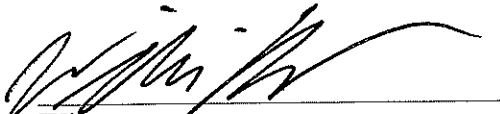
WHEREAS the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagor,

NOW THEREFORE, the Mortgagor and Mortgagee hereto agree that the total indebtedness evidenced hereby is Seventy Eight Thousand Eight Hundred and Forty 00/100 Dollars (\$ 78,840.00) Dollars


All other terms and conditions contained in the Mortgage instrument dated December 16th, 2020, recorded January 4th, 2021 in the Hampden County Registry of Deeds in Book 23628, Page 278 remain the same and are incorporated herein by reference.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 7th day of June, 2021.

SIGNATURES APPEAR ON FOLLOWING PAGE



Witness



Enrique Santiago Mortgagor

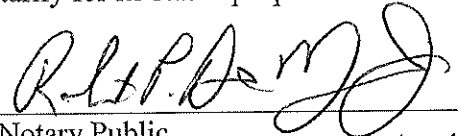
Witness

Dominic J. Sarno - Mayor
City of Springfield
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 7th day of JUNE, 2021, before me, the undersigned notary public, personally appeared ENRIQUE SANTIAGO, proved to me through satisfactory evidence of identification, which was MA D.L., 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.



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.

Notary Public,
My Commission Expires: _____.

SCHEDULE A – PROMISSORY NOTE

(Schedule A)

**FIRST AMENDMENT TO PROMISSORY NOTE
(City)**

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 7th day of June, 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and Enrique Santiago, (the "Borrower").

RECITALS

- A. The Borrower executed a Promissory Note, payable to the City, as of December 16th, 2020 (the "Note").
- B. A change order, agreed upon by the Borrower and the City, will increase the borrowed amount to \$ 78,840.00

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 December 16th, 2020 Promissory Note had an original principal amount of \$ 52,135.25 (Fifty Two Thousand One Hundred and Thirty Five 25/100 Dollars).
2. Due to the increased projected new costs, the parties agree to increase the original principal amount of the Note to \$ 78,840.00 (Seventy Eight Thousand Eight Hundred and Forty 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 December 16th, 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:

Enrique Santiago,

By: 
Enrique Santiago

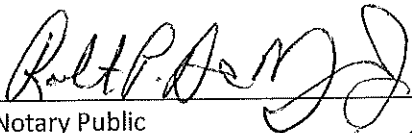
CITY:

By: _____
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 7th day of JUNE, 2021, before me, the undersigned Notary Public, personally appeared the above-named ENRIQUE SANTIAGO, proved to me through satisfactory evidence of identification, which was MA D.L., 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.



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.

Notary Public
My Commission Expire

FIRST AMENDMENT TO PROMISSORY NOTE
(City)

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SIGNATURES APPEAR ON FOLLOWING PAGE

BORROWER:

Enrique Santiago _____

By:  _____
Enrique Santiago

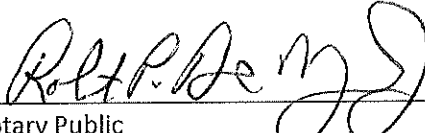
CITY:

By: _____
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

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Notary Public
My Commission Expires: 12/30/22

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Notary Public
My Commission Expire