



Amendment #1
Contract 20190718

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	5/1/2020
City Comptroller	LM	5/5/20	LM	5/5/20
Law	PF	5.7.20	PF	5.7.20
CAFO	CF	5.8.2020	CF	5.8.2020
Mayor	CB	5/8/20	CB	5/8/20
City Comptroller			LM	5.12.20
Community Development				

Vendor No.: 19204 Contract No.: 20190718 Contract Date: 5/14/2019

Contract Amt.: \$3,487.50 Issue Date: 5/1/2020 Renewal Date:

lined

Appropriation Code1: 26451815-530105-64516

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19016421 PO No.: 19014390

Vendor Name: Deborah A. Caraballo

Contract Type: Amendment #1

Contract Purpose: Increase in funding for 50 Dexter St Project

Originating Dept.: Nigel Greaves/Office of Housing

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment #1 Extension

**AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20190718)**

AGREEMENT, made the 1st day of May, 2020 by and between Deborah A. Caraballo with an address of **50 Dexter 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 **50 Dexter 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 \$70,749.00 (Seventy Thousand, Seven Hundred, Forty-Nine & 00/100 Dollars) to an amended total of \$74,236.50 (Seventy-Four Thousand, Two Hundred Thirty-Six and 50/100 Dollars).**
2. **All other terms and conditions remain the same.**

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 1st day of May, 2020.

BORROWERS:



Deborah A. Caraballo

CITY OF SPRINGFIELD



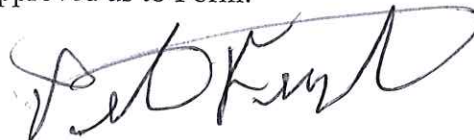
Office of Housing

Approved as to Appropriation:

 5/7/2020

Office of Comptroller

Approved as to Form:



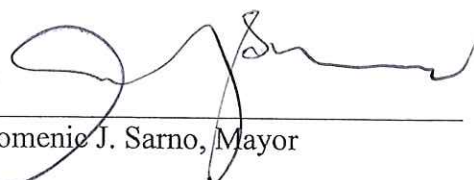
Law Department

APPROVED:



Chief Administrative & Financial Officer

APPROVED:



Domenic J. Sarno, Mayor

26451815-530105-44516 \$3,487.50 (w/c)

**Healthy Homes Rehab
Amended Project Budget**

Homeowner/Borrower: Deborah Caraballo

Project Address: 50 Dexter Street

Cost Description	Project Budget
Repair/Rehab	\$ 57,444.00
Lead Abatement	\$ 12,255.00
Contractor responsibility (failed visual)	\$ (240.00)
Lead Abatement Contractor	\$ 69,459.00
Legal Fees	\$ 700.00
Initial Lead Paint inspection	\$ 2,882.50
Lead Paint Re-inspection	\$ 1,090.00
Mortgage amendment filing fee	\$ 105.00
Total	\$ 74,236.50

MORTGAGE AMENDMENT #1

Contract # 20190718

AGREEMENT, made as of the 1st day of May, 2020 by and between **Deborah A. Caraballo**, hereinafter referred to as "Mortgagor" of 50 Dexter 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 Office of Housing, with the approval of its Mayor, hereinafter referred to as the "Mortgagee".

WHEREAS an existing Mortgage, dated May 14, 2019, granting a security interest in the property known as 50 Dexter Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22672, Page 559. Said Mortgage expressly states an indebtedness in the principal amount of \$70,749.00 (Seventy Thousand, Seven Hundred, Forty-Nine & 00/100 Dollars).

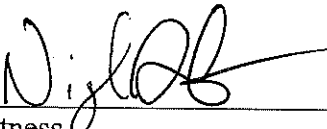
WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) referred to above by increasing the amount borrowed to a total amount of \$74,236.50 (Seventy-Four Thousand, Two Hundred Thirty-Six and 50/100 Dollars).

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

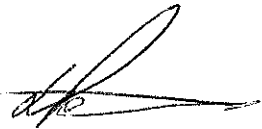
NOW THEREFORE, the Mortgagor hereto agree that the total indebtedness evidenced hereby is \$74,236.50 (Seventy-Four Thousand, Two Hundred Thirty-Six and 50/100 Dollars).

All other terms and conditions contained in the Mortgage instrument dated May 14, 2019, recorded May 20, 2019 in the Hampden County Registry of Deeds in Book 22672, Page 559 remain the same and are incorporated herein by reference.


IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed this Agreement on this 1st day of May, 2020.



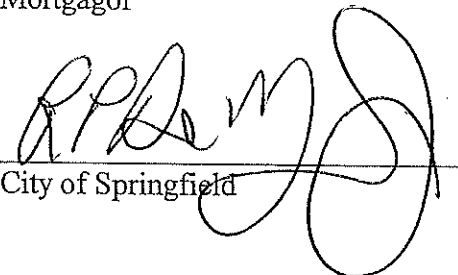
Witness



Deborah A. Caraballo
Mortgagor



Witness



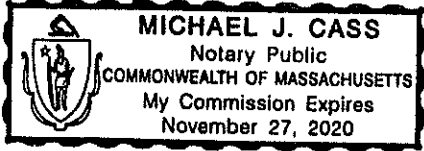
City of Springfield

[Remainder of page intentionally blank; Notary appears on following page.]

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 1st day of May 2020, before me, the undersigned notary public, personally appeared Deborah A. Caraballo, proved to me through satisfactory evidence of identification, which was X Lewis [unclear], 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.

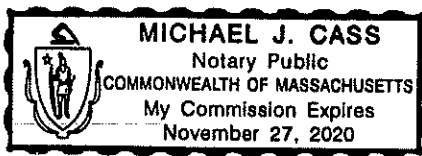


[Signature]
Notary Public,
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 1st day of May 2020, before me, the undersigned notary public, personally appeared Robert P. DeMussis Jr., 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.



[Signature]
Notary Public,
My Commission Expires: _____

SCHEDULE A – PROMISSORY NOTE
FIRST AMENDMENT TO PROMISSORY NOTE
(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 1st day of May, 2020, by and between THE CITY OF SPRINGFIELD, (the "City"), and DEBORAH A. CARABALLO, (the "Borrower").

RECITALS

A. The Borrowers executed a Promissory Note payable to the City as of May 14, 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 **\$70,749.00 (Seventy Thousand, Seven Hundred, Forty-Nine & 00/100 Dollars)**.

2. Due to the extra costs incurred inspecting and repairing the Borrower's home (50 Dexter Street), the parties agree to increase the original principal amount of the Note to **\$74,236.50 (Seventy-Four Thousand, Two Hundred Thirty-Six and 50/100 Dollars)**.

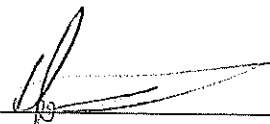
3. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.

4. All other terms and conditions contained in the original Promissory Note dated May 14, 2019 remain unchanged.

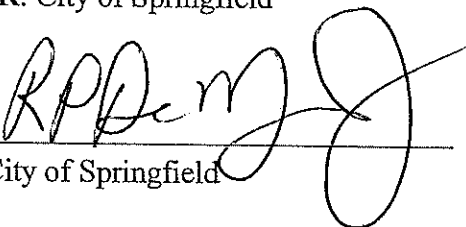
[Remainder of page intentionally blank; signatures appear on the following page.]

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: Deborah A. Caraballo

By: 
Deborah A. Caraballo

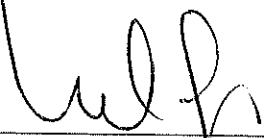
LENDER: City of Springfield

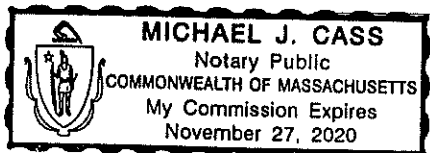
By: 
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 1st day of MM, 2020, before me, the undersigned Notary Public, personally appeared the above-named Deborah A. Caraballo, proved to me through satisfactory evidence of identification, which was Xavier's Card, 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.



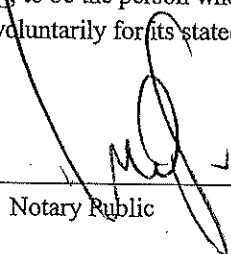


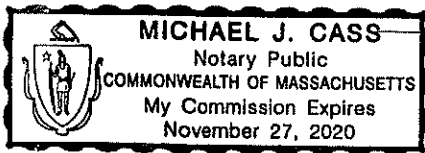
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 1st day of MM, 2020, before me, the undersigned Notary Public, personally appeared the above-named Robert DeMasis, 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 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

FIRST AMENDMENT TO PROMISSORY NOTE
(City)

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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 14, 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: Deborah A. Caraballo

By: [Signature]
Deborah A. Caraballo

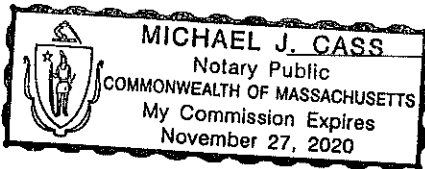
LENDER: City of Springfield

By: [Signature]
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

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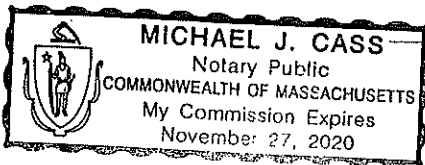


[Signature]
Notary Public
My Commission Expires:

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[Signature]
Notary Public

MORTGAGE AMENDMENT #1
Contract # 20190718

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Witness



Deborah A. Caraballo
Mortgagor



Witness



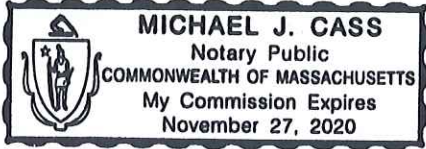
City of Springfield

[Remainder of page intentionally blank; Notary appears on following page.]

COMMONWEALTH OF MASSACHUSETTS

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On this 1st day of MAY 2020, before me, the undersigned notary public, personally appeared **Deborah A. Caraballo**, proved to me through satisfactory evidence of identification, which was Xerox's license, 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.



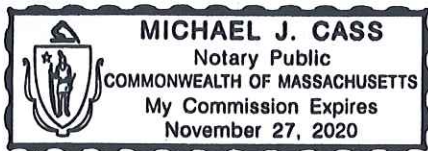
[Signature]

Notary Public,
My Commission Expires: _____.

COMMONWEALTH OF MASSACHUSETTS

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[Signature]

Notary Public,
My Commission Expires: _____.

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RECITALS

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B. The City supported additional expenses during the repair of the Borrower's home, including costs related to lead based paint inspections.

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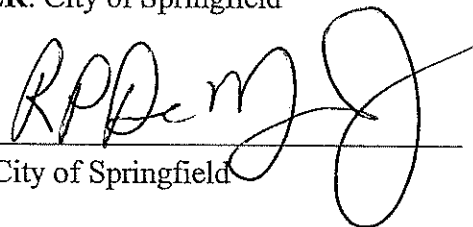
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Promissory Note to be executed as of the date and year first above written.

BORROWER: Deborah A. Caraballo

By: 
Deborah A. Caraballo

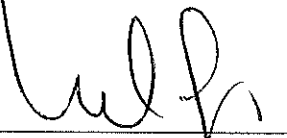
LENDER: City of Springfield

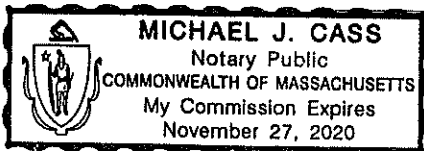
By: 
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

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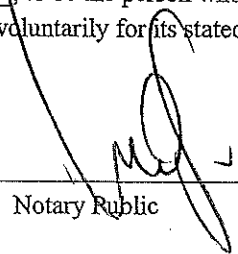


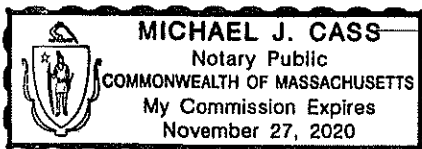
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

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Notary Public

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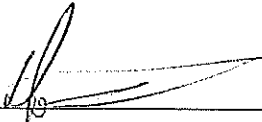
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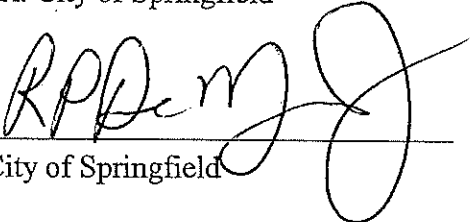
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BORROWER: Deborah A. Caraballo

By: 
Deborah A. Caraballo

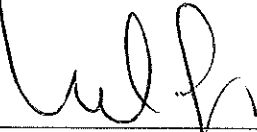
LENDER: City of Springfield

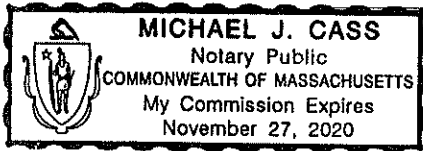
By: 
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 1st day of MM, 2020, before me, the undersigned Notary Public, personally appeared the above-named Deborah A. Caraballo, proved to me through satisfactory evidence of identification, which was Xerox of ID, 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.

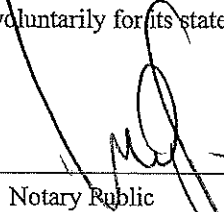

Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

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Notary Public

