

# VILLAGE OF OAK PARK

## DEVELOPMENT CUSTOMER SERVICES DEPARTMENT

### SINGLE-FAMILY HOUSING REHABILITATION LOAN/GRANT PROGRAM AGREEMENT SFR-070

**THIS AGREEMENT** is made by the Village of Oak Park, a municipal corporation, hereinafter referred to as "Village", and Shantae Ware, hereinafter referred to as "Owner".

**WHEREAS**, the Owner have made an application to the Village for a rehabilitation loan in the amount of \$8,250.00 and a lead hazard reduction grant in the amount of \$2,175.00, to be used for certain improvements to the Owner's residence located at 1030 N Austin Blvd Unit #3N, Oak Park, County of Cook, State of Illinois, which residence is legally described as:

PACEL 1: Unit 3N in the 1030-1032 N AUSTIN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND: LOT 5 IN BLOCK 8 IN HOOKER'S SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 24, 1997 AS DOCUMENT 97284547, AND AMENDED BY DOCUMENT RECORDED JULY 22, 1998, AS DOCUMENT 98635826, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS PARKING SPACE NUMBER P3 AND STORAGE SPACE S3, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATINO OF CONDOMINIUM.

P.I.N.: 16-05-314-031-1003

Improvements: Specifications for the improvements are on file in the Neighborhood Services Division.

**WHEREAS**, the Village is desirous of making a rehabilitation loan and a lead hazard reduction grant to the Owner for the construction of the improvements and agrees that the repayment of the rehab loan shall be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor or the estate of the mortgagor; or 2) July 9, 2038.

**NOW, THEREFORE**, in consideration of the mutual premises contained herein, it is agreed as follows: The Village will make a rehabilitation loan and a lead hazard reduction grant to the Owner for the completion of the improvements on the subject property subject to the following terms and conditions:

a) All of the construction and improvements shall be based on contracts with such contractors and in such form as approved by the Village.

b) Upon approval of the contracts and contractors the Village will disburse the funds directly to the contractors, subcontractors and materialmen upon presentation of Contractor's Sworn Statements and Waivers of Mechanic's and Materialmen's Liens in such forms as are satisfactory to the Village, upon the Owner's written authorization and upon an inspection of the work satisfactory to the Village. The Owner's funds committed to the project (if any) shall be disbursed prior to disbursement of any Village funds. Any Village funds committed to this project but not disbursed shall revert to the Village.

c) In order to complete the improvements as quickly and as economically as possible, the parties understand and agree that, depending upon the scope and the nature of the work, a single contract may be awarded to a general contractor, or when appropriate, separate contracts may be awarded to various contractors for separate phases of the work. The latter method of individual advances will result in disbursing the proceeds of the total loan on a separate contract basis.

d) The loan shall be payable in full upon the earliest of the following occurrences or date:

- 1) the conveyance or transfer of any interest in the subject property by the Mortgagor/Owner or the estate of the Mortgagor/Owner; or
- 2) July 9, 2038.

e) The lead hazard reduction grant funds shall only be disbursed for work identified in the specifications as environmental rehab.

f) The Owner shall at all times while any sums hereunder remain unpaid maintain hazard insurance on the subject property in an amount which is at least 80% of the property's current market value and shall ensure the Village's interest in the property in the amount of \$8,250.00. A policy insuring the Village's interest must be maintained in full force and effect throughout the full term of the loan. A copy of said policy must be provided to the Village prior to disbursement of any funds.

g) To secure repayment of the loan, the Village shall record a mortgage conforming substantially to the attached Mortgage and Note with the Recorder of Deeds to reflect the Village's interest in the property.

h) The loan amount shall include a contingency to cover any unforeseen conditions.

If the entire approved amount of the rehab loan including the contingency amount is not used, an Amendment to Mortgage and Amended Note shall be prepared and executed to reflect the actual amount expended on rehab.

j) Payment under any contract signed in connection with this loan is contingent upon loan approval by the Village of Oak Park Board of Trustees and/or the Village Manager.

k) The Owner agrees to abide to all of the terms and conditions set forth in Exhibit I, attached hereto.

**VILLAGE OF OAK PARK**

BY: \_\_\_\_\_  
Lisa Shelley, Deputy Village Manager

**ATTEST:**

\_\_\_\_\_  
Vicki Scaman, Village Clerk

**OWNER:** \_\_\_\_\_  
Shantae Ware

**DATE:** \_\_\_\_\_