

VILLAGE OF OAK PARK

SINGLE-FAMILY HOUSING REHABILITATION LOAN PROGRAM AGREEMENT SFR-082

THIS AGREEMENT is made between the Village of Oak Park, an Illinois municipal corporation, hereinafter referred to as "Village", and Justine Phagan, hereinafter referred to as "Owner".

WHEREAS, the Owner has made an application to the Village for a rehabilitation loan in the amount of \$20,350.00, to be used for certain improvements to the Owner's residence located at 1008 Washington Blvd., Unit #4, Oak Park, County of Cook, State of Illinois, which residence is legally described as:

UNIT NUMBER 4 IN THE 1008 WEST WASHINGTON CONDOMINIUM, AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS "PARCEL") THE SOUTH 10 FEET OF LOT 11, AND ALL OF LOT 12, IN BLOCK 1, IN CENTRAL SUBDIVISION, OF PART OF THE WEST ½ OF THE SOUTH WEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO A DECLARATION OF CONDOMINIUM, MADE BY PARKWAY BANK & TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 27, 1978, AND KNOWN AS TRUST NUMBER 4237, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24571448 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH, IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-07-316-049-1004

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

WHEREAS, the Village is desirous of making a rehabilitation loan 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 mortgagors or the estate of the mortgagors; or 2) March 18, 2039.

NOW, THEREFORE, in consideration of the mutual premises contained herein, it is agreed as follows: The Village will make a rehabilitation loan 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 Owners' 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) March 18, 2039.

e) 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 \$20,350.00. 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.

f) 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.

g) 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: _____
Cara Pavlicek, Village Manager

ATTEST:

Vicki Scaman, Village Clerk

OWNER: _____
Justine Phagan

DATE: _____