

# VILLAGE OF OAK PARK

## SINGLE-FAMILY HOUSING REHABILITATION LOAN PROGRAM AGREEMENT SFR-083

**THIS AGREEMENT** is made between the Village of Oak Park, an Illinois municipal corporation, hereinafter referred to as "Village", and Henry J. Sbarboro, hereinafter referred to as "Owner".

**WHEREAS**, the Owner has made an application to the Village for a rehabilitation loan in the amount of \$24,999.00, to be used for certain improvements to the Owner's residence located at 1046 S. Cuyler Ave., Oak Park, County of Cook, State of Illinois, which residence is legally described as:

LOT 21 IN BLOCK 3 IN KENTS SUBDIVISION IN BLOCKS 2 AND 3 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ (EXCEPT THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-17-309-020-0000

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) June 17, 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) June 17, 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 \$24,999.00. 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

DATE: \_\_\_\_\_, 2019

**ATTEST:**

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

OWNER: \_\_\_\_\_  
Henry J. Sbarboro

DATE: \_\_\_\_\_, 2019