

## VILLAGE OF OAK PARK

### SINGLE-FAMILY HOUSING REHABILITATION LOAN PROGRAM AGREEMENT SFR-085

**THIS AGREEMENT** is made between the Village of Oak Park, an Illinois municipal corporation, hereinafter referred to as "Village", and Ronald Clark, Sr. and Blanche E. Clark, husband and wife; and Ronald Clark, Sr., as Trustee of the Ronald Clark, Sr. Trust dated July 6, 2017; and Blanche E. Clark, as Trustee of the Blanche E. Clark Trust dated July 6, 2017, hereinafter referred to as "Owners".

**WHEREAS**, the Owners have made an application to the Village for a rehabilitation loan in the amount of \$24,180.00, to be used for certain improvements to the Owners' residence located at 906 N. Lombard Avenue, Oak Park, County of Cook, State of Illinois, which residence is legally described as:

LOT 15 IN HULBERT'S LOMBARD AVE SUBDIVISION, BEING A SUBDIVISION OF THE WEST 323.76 FEET OF LOT 9 AND THE EAST 8.38 FEET OF LOT 10 OF THE SUPERIOR COURT COMMISSIONER'S PARTITION OF THE SOUTH ½ OF THE SOUTH 85 ACRES OF THE NORTHWEST ¼ OF SECTION 5 AND OF THE SOUTH ½ OF THE EAST 17 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE SOUTH 33 FEET OF THE WEST 323.76 FEET OF LOT 9 AND EXCEPT THE SOUTH 33 FEET OF THE EAST 8.38 FEET OF LOT 10) IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-05-124-015-0000

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 Owners 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) September 16, 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 Owners 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 Owners' 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/Owners or the estate of the Mortgagors/Owners; or
- 2) September 16, 2039.

e) The Owners 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 \$24,180.00. 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 Owners 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

**OWNERS:**

\_\_\_\_\_  
(Seal)  
Ronald Clark, Sr., Individually and as Trustee of  
the Ronald Clark, Sr. Trust dated July 6, 2017

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

\_\_\_\_\_  
(Seal)  
Blanche E. Clark, Individually and as Trustee of  
the Blanche E. Clark Trust dated July 6, 2017

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

