

UNOFFICIAL COPY

0010309228

1574/0013 89 001 Page 1 of 3

2001-04-17 09:58:00

Cook County Recorder 25.00

ESTOPPEL AGREEMENT



0010309228

THIS AGREEMENT made and entered into this 16th day of February, 2001, by and between **Emo DiPaolo, Lori L. DiPaolo and Joyce L. Best**, hereinafter referred to as OWNER(S), and the VILLAGE OF ARLINGTON HEIGHTS, an Illinois Municipal Corporation in Cook County, Illinois, hereinafter referred to as the VILLAGE:

WHEREAS, the VILLAGE is an agent for disbursement of funds for the Housing Rehabilitation Loan Program under the authority of Title 24, Part 570, Community Development Block Grants, and, pursuant to the Housing and Community Development Act of 1977 of the United States Congress; as such, renders interest free loans or funds to qualified property owners in the Arlington Heights community which are available to improve the quality of life of its citizens through the maintenance of their homes in conformance with the Arlington Heights Municipal code, subject to certain terms and conditions; and

WHEREAS, the OWNER(S) have, on the **January 3, 2000**, applied to the VILLAGE for a loan in the amount of **\$17,830**. The Village authorities have found the purposes proper and appropriate, and have determined that the OWNER(S) are the holders of record title of the property benefited by said loan and are otherwise qualified to improve and maintain the real property commonly known as **835 N. Kaspar, Arlington Heights, IL 60004** and as owner of real property located as follows:

Legal Description:

LOT 7 IN BLOCK "D" IN THE RESUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS AND VACATED STREETS IN R.A. CEPEK'S ARLINGTON RIDGE, BEING A RESUBDIVISION OF THAT PART OF THE W 1/2 (EXCEPT THE E 33.0 FT. THEREOF) OF THE NE 1/4 OF THE S 1/4 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING N OF THE NORTHEASTERLY LINE OF THE NORTHWEST RIDGEWAY, SAID NORTHEASTERLY LINE OF HIGHWAY BEING 66.00 FT. NORTHEASTERLY OF THE PARALLEL TO THE NORTHEASERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-30-213-019-0000

WHEREAS, the parties desire to memorialize the terms and conditions of their financial agreement to effect said improvements, in order that the interests of the governmental bodies participating in the disbursement of funds can be rendered secure:

**RETURN TO:
BOX 111**

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
33 South Arlington Heights Rd.
Arlington Heights, IL 60005

5-M
P-3
5-
M-N
JLK

page 2 of 3

NOW, THEREFORE, in consideration of the VILLAGE'S authorizing and disbursing certain funds as described herein to or on behalf of the OWNER(S) for the improvement and maintenance of the property described above, the parties hereto agree as follows:

1. OWNERS(S) will comply with all requirements, regulations, and suggestions of the VILLAGE or any other related governmental body concerning the purpose and terms of the Single-Family Rehabilitation Loan Program.

2. It being the express intent of OWNER(S) to provide the VILLAGE a lien against the subject real property as security for the loan aforesaid, and to serve notice upon future purchasers, assignees, estate representative, mortgagees, and all other interested persons, that a certain amount is due and owing to the VILLAGE. OWNER(S) agree that this agreement shall be a free and voluntary act and its terms shall be binding upon and between the grantees, assignees, representative, executors, administrators, and successors in interest of the OWNER(S) as a covenant running with the land until released by the VILLAGE by appropriately recorded instrument.

3. The OWNER(S) agree that their interest in the subject property will not be assigned, sold, transferred, distributed, deeded, or conveyed in any manner whatsoever without repayment of the loan, including distribution to heirs or devisees upon the death of all OWNERS, without the written consent of the VILLAGE, given prior to any such transfer and after OWNER(S) have given the VILLAGE written notice thereof. The VILLAGE agrees not to unreasonably withhold its consent. In the event the transfer is of a type that renders the loan due and payable, the VILLAGE will prepare for OWNER(S) a closing statement and consent, indicating thereon the loan balance due, which balance shall include administrative fees but shall not include any interest. Upon payment of the loan balance, the VILLAGE will provide OWNER(S), or their agent, with a written release of the obligation hereunder.

4. This agreement shall be subject to the following additional terms and conditions. The violation of any or all of them shall render the loan, plus administrative fees, legal fees, and all applicable expenses immediately due and payable to the VILLAGE:

a) In the event OWNER(S) desire, after the date of this agreement, to convey the subject property into a land trust for the benefit of OWNER(S), the OWNER(S) shall provide the VILLAGE with a certified copy of the proposed Trust Agreement and conveyance, which shall not be effective until it has been approved, in writing by the VILLAGE, which approval shall not be unreasonably withheld. Any subsequent

proposed amendment or modification of the Trust Agreement shall be presented to the VILLAGE by the land trustee, and all beneficiaries of the trust and persons with a power of direction shall be bound by the terms hereof.

page 3 of 3

b) In the event the subject property is in a land trust at the time of this agreement, the OWNER(S) shall provide the VILLAGE with a certified copy of the existing land trust agreement. The land trustee and all beneficiaries or persons with power of direction shall execute this agreement as parties hereto. The land trustee, all beneficiaries and persons with a power of direction shall be bound by the terms hereof.

c) In the event the subject property becomes the subject of a lease agreement, the prior written consent of the VILLAGE shall be required as provided in paragraph 3 above. The loan, plus all administrative expenses, shall then be immediately due upon the effective date of said lease.

d) In the event the OWNER(S) cease to occupy the subject property as their sole and exclusive residence, the VILLAGE shall be notified immediately by the OWNER(S) in writing. The entire loan amount and administrative expense may, at the VILLAGE'S option, exercised in writing, become due and payable to the VILLAGE upon the date of the OWNER(S) cessation of occupancy of the premises as sole and exclusive residence or thirty (30) days after the VILLAGE mails its written notice to the OWNER(S) by U.S. mail, whichever is later.

e) The VILLAGE will not subordinate this Estoppel Agreement to any security interest in the subject property hereafter created.

5. This agreement constitutes that entire understanding of the parties and no amendment or modification thereof will be effective unless in writing and signed by all parties.

OWNER(S)

Emo DiPaolo
Emo DiPaolo

Lori L. DiPaolo
Lori L. DiPaolo

Joyce L. Best
Joyce L. Best

VILLAGE OF ARLINGTON HEIGHTS
a Municipal Corporation

W. C. DIXON
Village Manager

Edwina Collier
Village Clerk