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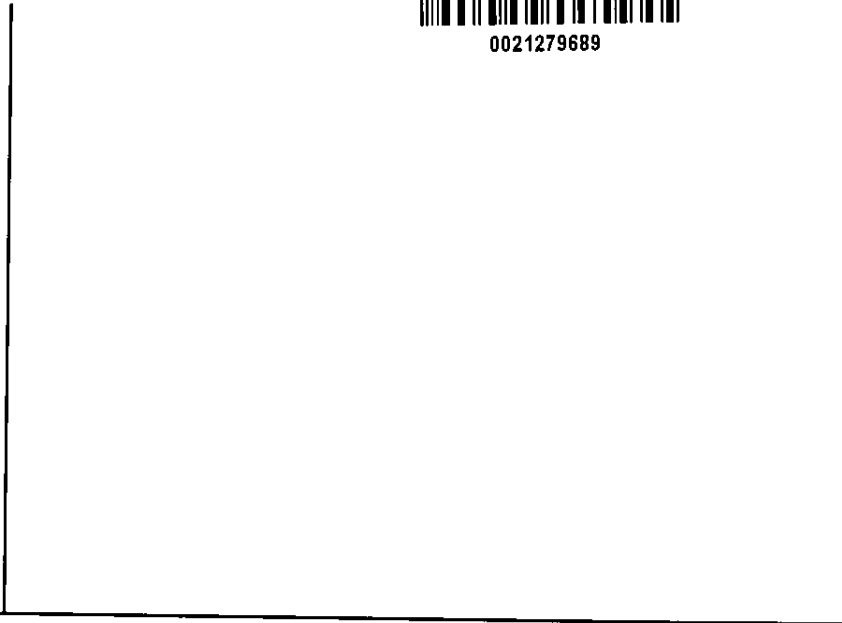
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Cook County 38.50



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IN THE OFFICE OF  
THE COOK COUNTY  
RECORDER OF DEEDS



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TRUST DEED AND NOTE

VILLAGE OF RICHTON PARK  
COOK COUNTY, ILLINOIS

Return to:

John B. Murphey  
Rosenthal, Murphey & Coblenz  
30 N. LaSalle Street - Suite 1624  
Chicago, IL 60602  
Telephone: 312/541-1070

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of **Village Richton Park, County of Cook and State of Illinois**, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to the **Village of Richton Park, an Illinois Municipal Corporation, of County of Cook and State of Illinois**, as trustee, the following described Real Estate, with all improvements thereon, situated in the **County of Cook in the State of Illinois** to wit:

Lot 319 in Richton Hills second addition, a subdivision of part of the southwest 1/4 of section 27 township 35 north, range 13, east of the third principal meridian, in Cook County, Illinois

Known as 4500 Balmoral Dr PIN Number 31-27-301-010-0000 hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 0% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings, to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of the indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to wit: **\$36,880.25 for CDBG single family rehabilitation**

On or before after date for value received I (we) promise to pay to the order of the **Village of Richton Park** the sum of **Thirty six thousand eight hundred eighty dollars and twenty five cents** at the office of the legal holder of this instrument with interest at **0 per cent** annum after date hereof until paid.

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or state in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgement without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof. The terms of repayment herein are expressly, subject to terms of an agreement dated this date executed by grantors and the **Village of Richton Park**.

IN THE EVENT of the trustee's death, inability, or removal from said **Cook County**, or of his resignation, refusal or failure to act, then the **Village of Richton Park** of said County, is hereby appointed to be the first successor in this trust: and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 23rd day of October 2002

x Paul W. Colter  
x Sallyme Colter

ATTEST

Constance L. Hoger

SEAL



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PROJECT NO: 01-039-1

**SINGLE-FAMILY REHABILITATION**  
**OWNERS PARTICIPATION AGREEMENT**

(ONE UNIT - PERMANENT LIEN)

This Agreement is made as of the 06-30-02, between the **Village of Richton Park**, an Illinois municipality, (the "Village") and **Paul & Sally Mc Cotter** owners of a residential structure (the "Owners") located at 4500 Balmoral Dr Richton Park, Illinois, 60471, (the "Property").

WHEREAS, the Village of Richton Park has determined that it wishes to participate in the County of Cook, Illinois' Community Development Block Grant Program as the County has been designated as an urban county and receives Community Development Block Grant ("CDBG") funds under the Housing and Community Development Act of 1974, as amended, (the "Act"); and

WHEREAS, the Owners are all of the owners of record of the property and have applied to have their property rehabilitated through the CDBG Program operated by the Village of Richton Park; and

WHEREAS, the Owners understand that they must comply with all CDBG Program requirements, including but not limited to coming within the income eligibility guidelines; and

WHEREAS, the Village of Richton Park wishes to have the Owners participate in its Single-Family Rehabilitation Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. RECITALS**

That the foregoing recitals are incorporated herein and made a part hereof by reference.

**2. FEDERAL LAWS AND REGULATIONS**

The Village of Richton Park and the Owners agree that the rehabilitation of the Owner's property pursuant to the Village of Richton Park 's Single-Family Rehabilitation Program and through the contract with the Contractor (the "rehabilitation project") is subject to the Act and all applicable federal laws, rules, regulations, Office of Budget and Management circulars, executive orders, and guidelines. The Owners understand that the rehabilitation project may be stopped or this Agreement rescinded in whole or in part due to the failure of either the

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Owners or the Contractor to comply with the Act or any of said laws, rules, regulations, circulars, executive orders, and guidelines. The Owners agree that the Village of Richton Park is authorized to, and may in its discretion, take any appropriate action to enforce the Act or these laws, rules, regulations, circulars, and executive orders, or the guidelines.

### 3. LOAN AMOUNT

- A. The Village of Richton Park has determined, after an inspection of the property, preparation of specifications, attached hereto and made a part hereof and marked as Exhibit "A", and receipt of bids, that it will loan the Owners, subject to written, approved change orders, in an initial amount of \$37,557.00 (the "loan amount") for the rehabilitation of the Property.
- B. Any and all advances or payments, said advances beyond the initial loan amount not to exceed Five Thousand Dollars (\$5,000.00), made by the Village of Richton Park hereunder, from time to time, and any amounts expended by the Village of Richton Park pursuant to Section 7, 9 & 11 of this Agreement and the remedies provisions of the note and mortgage, together with, and including but not limited to, the Village of Richton Park 's service fees, the Village of Richton Park 's Consulting Architect's fees and attorney's fees, if any, and all other loan expenses shall, as and when advanced or incurred, be and become secured by the mortgage to the same extent and effect as if the terms and provisions of this Agreement were set forth therein, whether or not the aggregate of such indebtedness shall exceed the face amount of the note, and any event of default which may occur hereunder shall constitute a default under the mortgage.
- C. In the event that any advances or payments made by the Village of Richton Park pursuant to the terms of this Agreement, together with the disbursements made by the Village of Richton Park of the proceeds of the loan, shall exceed the face amount of the note (with such advances beyond the initial amount of the loan not exceeding Five Thousand Dollars (\$5,000.00), such additional advances shall constitute additional indebtedness secured by the mortgage.

### 4. RESPONSIBILITY OF THE VILLAGE OF RICHTON PARK

- A. The Village of Richton Park hereby agrees to have inspections of the property made during the course of the rehabilitation project, prepare and approve necessary change orders, and make all payments or have all payments made to the Contractor pursuant to the contract between the Owners and the Contractor ("Rehabilitation Construction Contract").
- B. The Village of Richton Park will not be responsible for construction

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means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the Contractor's work, or for the Contractor's failure to carry out the work in accordance with the Rehabilitation Construction Contract.

- C. The Village of Richton Park through its CDBG Administrator will be the interpreter of the requirements of the Rehabilitation Construction Contract and make decisions on all claims and disputes as to the rehabilitation work between the Owners and the Contractor, which shall be final and binding.

## 5. INCOME LEVEL

The Owners hereby assure and represent that they and their entire household came within the low and moderate income guidelines of the CDBG Program at the time of their Application and that they and their entire household are within said guidelines at the start of the rehabilitation project.

## 6. WORK TO BE DONE; CHANGE ORDERS

The Village of Richton Park and the Owners agree that the only work to be done by the Contractor chosen to perform the rehabilitation project, subject to written, approved change orders, is listed in Exhibit "A". Change Orders must be written and signed by the Program Administrator as well as the Owners before deletions, modifications or additions can be made to the work to be done. The Owners agree to authorize change orders for the correction of code violations identified during the course of the rehabilitation project or for material changes necessary to complete the work in a workmanlike manner; provided that these shall be the only circumstances in which change orders may be made. The Owners agree and understand that if they request the Contractors to perform work not listed in Exhibit "A" without written, approved change orders, the Owners are responsible for the payment for said additional work. **THE VILLAGE OF RICHTON PARK DOES NOT BECOME RESPONSIBLE FOR AND WILL NOT PAY FOR SUCH UNAPPROVED ADDITIONAL WORK.**

## 7. REQUIRED SIGNATURES

Any time the Rehabilitation Construction Contract requires the signatures of the Owners and the Village of Richton Park or this Agreement requires the signatures of the Owners, the Owners shall not unreasonably withhold such signatures or fail or refuse to sign the required documents. If the Owners unreasonably refuse to sign, the Village of Richton Park may apply to the Circuit Court for an order requiring the Owners to sign the documents in question or for an Order authorizing the Village of Richton Park through its designated representative to sign said documents. The Owners shall pay the reasonable fees and costs of such action, including but not limited to attorney's fees.

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## 8. NOTE & MORTGAGE; POST REHABILITATION OCCUPANCY.

The Owners will sign a note and mortgage at closing in the loan amount which note and mortgage shall have no annual interest rate. One hundred percent (100%) of the loan amount, including advances, if any, said advances to not exceed Five Thousand Dollars (\$5,000.00), will be a permanent lien on the property, which lien will become due and payable on the sale or transfer of the property or if the property is no longer the Owners' principal place of residence. The Owners will sign a loan modification agreement to correct the amounts set out in the Participation Agreement, the mortgage note or junior mortgage note and the mortgage or junior mortgage to cover the amount of all advances, if any, above the loan amount made during the course of the rehabilitation project.

## 9. OWNERS' COOPERATION

The Owners agree and understand that they are to cooperate at all times with the Village of Richton Park and the Contractor and will do all acts necessary to facilitate the rehabilitation project. They further agree that, upon five (5) business days written notice, this Agreement may be terminated in whole or in part or that the rehabilitation project may be suspended or terminated in whole or in part if the Owners fail to cooperate with the Village of Richton Park and the Contractor, cause substantial delay in the rehabilitation project or make it practically impossible for the Contractor to perform.

## 10. APPLICATION OF INSURANCE

In the event the Owners receive insurance proceeds for any damage or destruction to the property occurring during the course of the project, then the Owners shall apply said proceeds to the repair of such damage or destruction. If the Owners fail to do so, the Village of Richton Park may repair such damage or destruction and file a permanent lien for the full cost of said repair, which lien may be foreclosed immediately. The Owners hereby agree to pay all reasonable fees and costs in relation to such foreclosure, including but not limited to attorney's fees.

## 11. FRAUD OR MISREPRESENTATION

The Owners agree that this Agreement may be terminated in whole or in part or the rehabilitation project may be suspended or terminated in whole or in part if the Village of Richton Park determines that the Owners committed fraud or made material misrepresentations in the submission of the application, the signing of this Agreement, the supporting documentation to either of these or in signing the accompanying Rehabilitation Construction Contract. Further, the Owners agree to repay any funds expended under this Agreement and the accompanying Rehabilitation Construction Contract, which funds were expended

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because of the Owner's fraud or material misrepresentation. In the event it is necessary to take legal action to recover such funds, either through foreclosure of a lien or mortgage or direct suit to recover said funds, the Owners agree to pay all reasonable costs and fees of such suit, including but not limited to attorney's fees.

**12. UNDERSTANDINGS**

- A. The Owners understand that assistance may be given to rehabilitate a household only once.
- B. The Owners understand that the purpose of the rehabilitation project is to bring the property up to code and is not a remodeling project.
- C. The Owners understand that they must maintain the property after the conclusion of the rehabilitation project.

**13. INDEMNIFICATION**

- A. The Owners shall indemnify the Village of Richton Park and the Village of Richton Park's officers, agents, employees, or servants, against and hold them harmless from liabilities, claims, damages, losses and expenses, including, but not limited to legal defense costs, attorney's fees, settlements or judgements, whether by direct suit or from third parties arising out of any commissions or omissions of the Owners, in a claim or suit brought by or from any claim or suit by any person or third party against the Village of Richton Park or the Village of Richton Park's officers, agents, employees, or servants.
- B. In the event a claim or suit is brought against the Village of Richton Park or the Village of Richton Park's officers, agents, employees, or servants, for which the Contractor is responsible pursuant to subparagraph A of this Paragraph, the Owners will defend at the Contractor's cost and expense, any suit or claim and will pay any resulting claims, judgements, damages, losses, expenses, or settlements against the Village of Richton Park or the Village of Richton Park's officers, agents, employees, or servants.
- C. The indemnification under this paragraph shall not be limited in any way by the limitations on the amount of insurance held by the Owners.
- D. This indemnification shall also apply equally to the County of Cook, Illinois and to its officers, agents, employees, or servants.

**14. NOTICES**

Notices required by this Agreement shall be sent as follows:

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**TO THE CONTRACTOR:** Stronghold Costruction Inc.  
106 Wilson St  
Park Forest, IL 60466

**TO THE OWNERS:** Paul & Sally Mc Cotter  
4500 Balmoral Dr  
Richton Park, Illinois 60471

**TO THE:** VILLAGE OF RICHTON PARK  
CDBG ADMINISTRATOR  
4455 West Sauk Trail  
RICHTON PARK, ILLINOIS 60471

**15. CONSTRUCTION**

This contract shall be construed under the laws of the State of Illinois.

**16. PARTIAL INVALIDITY OF CONTRACT**

It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Illinois, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

**17. DRUG FREE WORKPLACE ACT**

The Owners hereby certify pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., that the Owners will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

The Owners:

By: Sally A. Mc Cotter 6-27-02      Paul Mc Cotter 6-27-02  
Signature                                      Signature

ATTEST: Mary E. Rene \_\_\_\_\_

(SEAL)

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