

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$28.00

Cook County Recorder of Deeds

Date: 05/21/2003 01:37 PM Pa: 1 of 3

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This document prepared by  
and after recording, mail to:  
North West Housing Partnership  
236 West Northwest Highway  
Palatine, Illinois 60067

## Forgivable Loan Agreement

Loan Number NCH - 02-08

This LOAN AGREEMENT (the "Agreement"), dated as of April 11, 2003, by and between Sheri M. Rupert (the "Employee") and Northwest Community Hospital an Illinois not-for-profit corporation having its business at 800 West Central Road, Arlington Heights, Illinois 60005 (the "Employer"), and North West Housing Partnership ("NWHP"), an Illinois not-for-profit corporation, having its principal office at 236 West Northwest Highway, Palatine, Illinois 60067 (the "Administrator").

**Whereas**, the Employer and Employee are mutually interested in the Employee's ability to own a home closer to the Employer's business location in the northwest suburbs, and

**Whereas**, the ability of the Employee to hold legal title to certain real estate (the "Residence") described herein is dependent upon the down payment assistance of the Employer, and the real estate is legally described and by this reference made a part hereof (the "Property"):

UNIT NUMBER 1803-4 IN DEERPATH MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ AND AND NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26635420 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. 02-01-101-013-1076, and commonly known as 2300 Enlund Drive, #4, Palatine, IL, 60074; and

**Whereas**, the Employer has agreed to make a forgivable loan to the Employee (the "Loan"), to be used with such other monies as Employee, with the assistance of Administrator, may provide only to acquire the Property; and

**Whereas**, the Loan will be evidenced by a Promissory Note of even date herewith; and

**Whereas**, as an inducement to the Employer to make the Loan, the Employee has agreed to enter into this Agreement in accordance with the terms, conditions and covenants set forth below; and

**Whereas**, to administer the Loan and provide Homeownership counseling to the Employee, the Employer is contracting with the Administrator to act as its Agent.

**NOW THEREFORE**, the parties hereto covenant and agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement as fully and with the same force and effect as repeated herein at length.
2. **Terms.** The Loan shall not bear interest. The original principal amount of the Loan will be Five Thousand and no/Dollars (\$5,000.00). The Loan will be subject to Recapture for a period of five (5) years beginning with the date of this Agreement. On the anniversary date of this Agreement each month during the Recapture period, the amount of the Loan shall be forgiven and reduced by one-sixtieth (1/60<sup>th</sup>) for each full month of occupancy of the Residence, subject to the conditions in Paragraph 3 below. Employee shall be solely responsible for federal and/or state income taxes payable as a result of loan amounts forgiven.

BOX 323-017

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3. Restrictions. As a condition of the provision of the Loan, the Employee agrees to repay the Employer the remaining portion of the Loan if any of the following occurs during the applicable Recapture Period for the Loan:
- The Employee's relationship with the Employer is terminated by either party;
  - A sale or transfer of the Employee's ownership interest in the Property occurs; or
  - The Employee no longer occupies the Property as the Employee's principal residence.
- Notwithstanding the foregoing, if the Employee dies before the expiration of the Recapture Period, payment of the remaining principal portion of the Loan shall be forgiven by the Employer.
4. Violation of Agreement by Employee. Upon the Employee's failure to make any payment due under this Agreement, the Administrator may serve written notice thereof upon the Employee by registered or certified mail addressed to both the Employer and the Employee at the address stated in this Agreement, or such other address as may subsequently, upon appropriate written notice thereof to the Administrator, be designated. If payment is not made within thirty (30) days after service of notice, or such further time as the Employer in its sole discretion permits, the Administrator may declare a default under this Agreement effective on the date of such declaration of default and notice thereof to the Employee, and upon such default the Administrator may:
- (a) Declare the unforgiven portion of the Loan immediately due and payable; and/or
  - (b) Exercise such other rights or remedies as may be available to the Employer hereunder, at law or in equity.
- The Employer may exercise the above remedies in lieu of the Administrator. The above remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of any other remedies.
5. Subordination. Employer and Employee acknowledge and agree that this Forgivable Loan Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Employee under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein restricting the use of the Property to low or moderate income households or otherwise restricting the Employee's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Employee or a related entity of the Employee), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.
6. Amendment. The Agreement shall not be altered or amended except in writing signed by the parties hereto.
7. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
8. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.
9. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the Agreement.
10. Program Description. Employee acknowledges having received a copy of the Northwest Community Healthcare Employer Assisted Housing Program Employee Information Package and agrees that he/she satisfies the eligibility requirement thereunder.
11. Waiver of Jury Trial. The parties waive Trial by Jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the Loan or this Agreement.

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In Witness Whereof, the parties hereto have caused this Agreement to be executed on the day and year above first written.

Kevin M. Ruppert 4/10/03  
Employee Date

Subscribed and sworn to me this \_\_\_\_\_, 2003, Notary Public  
My Commission expires: \_\_\_\_\_

(SEAL)

Accepted:

[Signature] For Employer  
Mark Lusson, Vice President

[Signature] For Administrator  
Donna Thomas, Executive Director

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