



Doc#: 0805141013 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/20/2008 09:43 AM Pg: 1 of 5

2676596  
MERCURY TITLE COMPANY, LLC. N  
304 K81

This lien is subject and subordinate to the first Mortgage recorded as Document Number 0805141012.

M.G.R. TITLE

Return Recorded Documents to:  
Attn: Caleb Sjoblom  
Rogers Park Community Development Corporation  
1530 W. Morse Avenue  
Chicago, Illinois 60626

**Forgivable Loan Agreement**

Loan Number: 780 - 2007

\*UNMARRIED

This LOAN AGREEMENT (the "Agreement"), dated as of 2/15/2008 by and between Philip Kendall (the "Employee"), who is currently employed by The Chicago Board of Education ("Participating Employer"), and Rogers Park Community Development Corporation ("REACH Partner"), an Illinois not-for-profit corporation, having its principal office at 1530 W. Morse Avenue, Chicago, Illinois 60626.

**Whereas**, the Employer and Employee are mutually interested in the Employee's ability to own a home within the City of Chicago; 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 REACH Partner, and the real estate is legally described and by this reference made a part hereof (the "Property"):

P.I.N. 14053100230000 and commonly known as 5861 N. Glenwood Unit G, Chicago, IL 60660; and

**Whereas**, the REACH Partner has agreed to make a forgivable loan to the Employee (the "Loan"), to be used with such other monies as Employee 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 REACH Partner to make the Loan, the Employee has agreed to enter into this Agreement in accordance with the terms, conditions and covenants set forth below.

# UNOFFICIAL COPY

**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 Three Thousand and no/Dollars (\$3000). The Loan will be subject to Recapture for a period of five (5) years beginning with the date of this Agreement. On the monthly anniversary date of this Agreement one sixtieth of the full amount of the Loan shall be forgiven, 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.
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 Participating 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 REACH Partner.

4. Violation of Agreement by Employee. Upon the Employee's failure to make any payment due under this Agreement, the REACH Partner may serve written notice thereof upon the Employee by registered or certified mail addressed to both the Participating 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 REACH Partner, be designated. If payment is not made within thirty (30) days after service of notice, or such further time as the REACH Partner in its sole discretion permits, the REACH Partner 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 REACH Partner 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 REACH Partner hereunder, at law or in equity.

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. REACH Partner 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.

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6. Termination of Restrictions. In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (I) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have cured the default under the Prior Security Deed within the 30-day notice sent to the Lender."

7. Amendment. The Agreement shall not be altered or amended except in writing signed by the parties hereto.
8. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
9. 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.
10. 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.
11. Program Description. Employee acknowledges having received a copy of the [Employer] Employer Assisted Housing Program Employee Information Package and agrees that he/she satisfies the eligibility requirements thereunder.
12. 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.

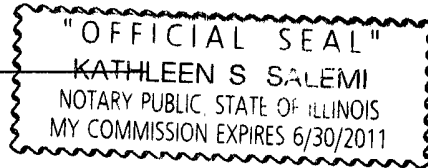
Phillip Kendall  
(Borrower – Employee)

2/15/08  
(Date)

\*

Subscribed and sworn to me this 15TH day of FEBRUARY, 2008.

Signed: Kathleen S Salemi  
(Notary Public)



My Commission expires: 06/30/11

\*STATE OF ILLINOIS COOK COUNTY  
I THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT PHILLIP KENDALL, UNMARRIED KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME SUBSCRIBED TO THE (SEAL) FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
Accepted (need only one signature from REACH partner):

Caleb Sjoblom  
(Caleb Sjoblom, Director)

For REACH Partner

# UNOFFICIAL COPY

PARCEL 1:

UNIT 5861-G IN THE 5859 N. GLENWOOD CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 32 AND 33 IN BLOCK 2 IN CAIRNDUFF'S ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0727015027, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-6, AND STORAGE SPACE S-1, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0727015027.

PIN #: 14-05-310-023-0000 (affects underlying land)

Commonly known as: 5861 NORTH GLENWOOD AVENUE, UNIT G  
CHICAGO, Illinois 60661