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Forgivable Loan Agreement



Doc#: 0825533129 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2008 11:37 AM Pg: 1 of 4

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Attn: Devin Ross
Rogers Park Community Development Corporation
1411 W. Lunt Avenue
Chicago, Illinois 60626

Forgivable Loan Agreement

Loan Number 8- 2008.

This LOAN AGREEMENT (the "Agreement"), dated as of 8/29/2008, by and between Melissa Mares (the "Employee"), who is currently employed by Loyola University Chicago ("Participating Employer"), and Rogers Park Community Development Corporation ("REACH Partner"), an Illinois not-for-profit corporation, having its principal office at 1411 W. Lunt Avenue, Chicago, Illinois 60626.

Whereas, the Employer and Employee are mutually interested in the Employee's ability to own a home closer to the Employer's business location at the Watertower Campus; 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. 14203300481005, and commonly known as 1228 W Belmont Ave, 2W Chicago, IL 60614 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.

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 (\$5000) 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 (1/60th) 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.
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:

DONE AT CUSTOMER'S REQUEST

Box 400-CTCC

845235702mm all

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- 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.
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

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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."

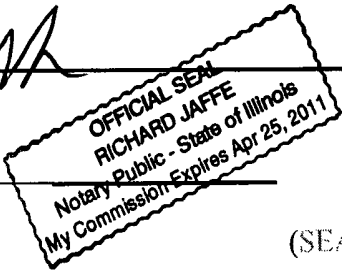
- 7. Amendment. The Agreement shall not be altered or amended except in writing signed by the parties hereto.
- 8. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- 9. Gender. The use of the plural 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 Loyola University Employer Assisted Housing Program Description and agrees that he/she satisfies the eligibility requirement 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.

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

Melissa E. Mares 8/29/08
 (Borrower - Employee) (Date)

Subscribed and sworn to me this 29 day of August, 2008.

Signed: Richard Jaffe
 (Notary Public)



My Commission expires: _____

(SEAL)

Accepted (need only one signature from REACH partner):

Caleb Sjoblom
 (Caleb Sjoblom, Director) For REACH Partner

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STREET ADDRESS: 1328 W. BELMONT AVENUE UNIT 2W
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 14-20-330-048-1005

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT 1328-2W IN THE 1326-28 BELMONT CONDOMINIUM, AS DELINEATED ON A SURVEY OF LOTS 20, 21, 22, 23, 24 AND 25 (**EXCEPT THE EAST 97.30 FEET OF SAID LOTS**) IN BLOCK 4 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 98718510, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE UNIT 1328-2 AND PARKING SPACE UNIT 1328-2, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 98718510.

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