

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program



Doc#: 0931305094 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2009 11:40 AM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-14-412-042-1008

Address:
Street: 4241 N Kimball Ave
Street line 2: Unit 3
City: Chicago State: IL ZIP Code: 60618

Lender: Rogers Park Community Development Corporation

Borrower: Mary Hernandez

Loan / Mortgage Amount: \$3,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

P.N.T.N.

Certificate number: 4CD0AE65-3C54-4E26-B4C2-E73D1AC988E2

Execution date: 10/14/2009

WKM

UNOFFICIAL COPY

PREPARED BY AND

Return Recorded Document to:

Attn: Caleb Sjoblom
Rogers Park Community Development Corporation
1411 W. Lunt
Chicago, IL 60626

Forgivable Loan Agreement

Loan Number: 1455 - 2009

This LOAN AGREEMENT (the "Agreement"), dated as of 10/14/2009 by and between Mary Hernandez (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 1411 W. Lunt Ave, 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. 13144120421008 and commonly known as 4241 N Kimball Ave Unit 3, Chicago, IL 60618; 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

UNOFFICIAL COPY

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 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

UNOFFICIAL COPY

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 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 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.

UNOFFICIAL COPY

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

Mary C. Hernandez 10/14/09
(Borrower - Employee) (Date)

Subscribed and sworn to me this 14th day of October, 2009.

Signed: [Signature]
(Notary Public)

My Commission expires: 11/30/09

(SEAL)

Accepted (need only one signature from REACH partner):

[Signature] For REACH Partner
(Caleb Sjoblom, Director)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

UNIT 4241-3 IN KIMBALL COURT CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 48 IN BLOCK 3 IN WILLIAM H. CONDON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0021291143, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PIN:13-14-412-042-1008