

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



1124418044

Doc#: 1124418044 Fee: \$64.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/01/2011 03:36 PM Pg: 1 of 15

Report Mortgage Fraud  
800-532-8785

The property identified as:

**PIN:** 08-11-110-025-0000

**Address:**

**Street:** 131 South Lancaster

**Street line 2:**

**City:** Mount Prospect

**State:** IL

**ZIP Code:** 60056

**Lender:** Village of Mount Prospect

**Borrower:** James A. Anderson and Sharon L. Anderson

**Loan / Mortgage Amount:** \$6,375.00

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

**Certificate number:** 952FBDE6-CAC7-4C93-947F-5C1D9AD32032

**Execution date:** 06/27/2010

**UNOFFICIAL COPY****(EXHIBIT 2 OF LOAN AGREEMENT)**

(Record original Mortgage with copies of the executed Promissory Note, as Exhibit A, and Loan Agreement, as Exhibit B.)

THIS DOCUMENT WAS  
PREPARED BY:

Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

AFTER RECORDING RETURN  
TO:

**VILLAGE MANAGER**  
**Village of Mount Prospect**  
**50 South Emerson St.**  
**Mount Prospect, IL 60056**

ABOVE SPACE FOR RECORDER]

**MORTGAGE****BASIN 14 FOOTING TILE DISCONNECT PROGRAM**

THIS MORTGAGE made this 27th day of June, 2010, by **James A. Anderson** and **Sharon L. Anderson**, of 131 South Lancaster Avenue, Mount Prospect, Illinois, 60056, (hereinafter referred to as Mortgagor) and **THE VILLAGE OF MOUNT PROSPECT**, a municipal corporation, whose address is 50 S. Emerson Street, Mount Prospect, Illinois 60056 (hereinafter referred to as "Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SIX THOUSAND THREE HUNDRED SEVENTY FIVE and no/100THS (\$6,375.00) DOLLARS, plus interest, which indebtedness is evidenced by Mortgagors' Promissory Note dated June 27, 2010, hereinafter referred to as the "Note," a copy of which is attached hereto and incorporated herein as *Exhibit A*), which provide for payments of the indebtedness as set forth therein;

NOW THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, if any, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the Village of Mount Prospect, County of Cook, State of Illinois to wit:

**LEGAL DESCRIPTION:** LOT 169 IN TOWN WE-GO PARK INC., 3<sup>RD</sup> ADDITION, BEING A SUBDIVISION IN THE NORTH WEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 08-11-110-025-0000

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TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the Premises hereby conveyed and has the right to mortgage, grant and convey the Premises; that the property is not subject to homestead rights of any person, that the Premises is unencumbered, except for a primary mortgage, and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

**The Note, secured by this Mortgage, evidences a loan made to Mortgagor by the Village of Mount Prospect under its Basin 14 Footing Tile Disconnect Program, pursuant to a certain Loan Agreement of even date herewith, entered into between the Mortgagor(s) and the Village, a copy of which is attached hereto and incorporated herein as Exhibit B.**

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal and any interest, if any, on the indebtedness evidenced by the Note, and the principal of any interest on any future advances allowed under and secured by this Mortgage.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges, condominium association assessments and other taxes and charges against the property including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

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(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacement or repairing same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers as Mortgagor may select, Mortgagee reserving the right to refuse to accept such insurer for reasonable cause, and in such form as shall be satisfactory to Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made and promptly delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation. So long as this Mortgage is not in default, such insurance proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the Premises.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time upon said property and destroyed by fire or other casualty so as to be of at least equal value or substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of Fifty-Thousand Dollars(\$50,000.00), then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which remains out of said insurance proceeds after payment of such costs of building or restoring shall at the option of the Mortgagee be applied on accounts of indebtedness secured hereby or be paid to any party entitled thereto without interest.

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(f) Keep said Premises in good condition and repair without waste and free from any mechanic's or other lien claims not expressly subordinated to the lien hereof.

(g) Not to suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(h) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

3. It is agreed that any transfer, sale or conveyance of any right, title or interest in the Premises or any portion thereof, to any person or entity other than the Mortgagor(s), excluding a transfer to a land trust where the Mortgagor(s) is(are) the sole beneficiary (beneficiaries), without the prior written approval of the Village, or any default on the Note, or in the performance of the terms or conditions of the Loan Agreement or this Mortgage, shall constitute a default hereunder on account of which the holder of the Note secured hereby may, at its option, declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys fees and expenses, by the Mortgagee, for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or not do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose its Mortgage.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

6. Time is of the essence hereof, and if default be made in performance of any covenant herein contained in the Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property

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be placed under control of or in custody of any court or officer of the government or if the Mortgagor abandons the Premises, or fails to pay when due any share or assessment (whether for insurance premiums, maintenance, taxes, capital improvement), then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises as a single parcel without the offering of the several parts separately. Mortgagor shall not be in default of any payment specified herein or in the Note unless at least fifteen (15) days shall have passed from the due date of said payment.

7. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, after the sale, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance and other items including the expenses of such receivership or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of three percent (3%) above the Interest Rate as defined in the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorneys fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding which might affect the premises or the security hereof. In the event of a foreclosure sale of said Premises, there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the

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liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

9. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11. The covenants contained herein shall bind, and the rights hereunder shall inure, to the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 4 hereof. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagor and any other party claiming any interest in the Premises under Mortgagor.

12. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Mortgagor's address as set forth herein, or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee when given in the manner designated herein, effective on the date of receipt.

13. Upon payment of all sums secured by this Mortgage Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs or recordation of any documentation necessary to release this Mortgage.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to enforce and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts hereunder, or for restoration of the Premises.

15. Mortgagee, its agents and designees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagor will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof.

17. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so accordingly to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax,

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assessment, sale, forfeiture, tax lien or title or claim therefore; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount for any claim for lien which may be asserted.

18. No construction shall be commenced upon the land hereinbefore described or upon any adjoining land at any time owned or controlled by Mortgagor or by other business entities related to Mortgagor, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage.

19. The Mortgagor will pay all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use at the Premises.

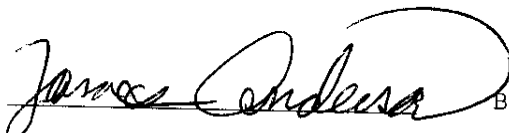
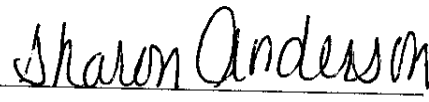
20. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), the Mortgagor will keep the Premises insured up to the maximum limit of coverage available under the Act.

21. This Mortgage shall be governed by the laws of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

22. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagor, then the Mortgagor shall forthwith pay such deficiency including all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage.

23. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Note or this Mortgage. Whenever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, this Mortgage is executed as of the day and year first above written.

By: <u></u>	By: <u></u>
<u>James Anderson</u> Print Name	<u>Sharon Anderson</u> Print Name



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sharon Anderson and James Anderson, personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 27 day of June, 2010.

Kristina Mykolaityte Notary Public Commission expires 05/06/12.



This instrument was prepared by:

Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606-2903

After recording mail to:  
**VILLAGE MANAGER**  
**VILLAGE OF MOUNT PROSPECT**  
**50 SOUTH EMERSON STREET**  
**MOUNT PROSPECT, ILLINOIS 60056**

**UNOFFICIAL COPY***Unofficial Copy***EXHIBIT 1 OF LOAN AGREEMENT  
(Record executed copy as EXHIBIT A OF MORTGAGE)****PROMISSORY NOTE**Amount \$ 6,375.00Date: 6/27, 2010131 S. Lancaster  
Property AddressMount Prospect  
CityIllinois  
State60056  
Zip Code

FOR VALUE RECEIVED, the Undersigned, hereinafter referred to as "Promissor", promises to pay to the Village of Mount Prospect, an Illinois municipal corporation (hereinafter sometimes referred to as the "Village"), the principal sum of \$6,375.00 with simple interest thereon computed on the basis of a 365-day year, and actual days lapsed.

The principal sum of this Note constitutes a deferred payment, 2.07% interest bearing loan under the **Basin 14 Footing Tile Disconnect Program** of the Village of Mount Prospect entered into pursuant to the terms and conditions of a certain Loan Agreement of even date herewith, between the undersigned, as Applicant, and the Village, for the purpose of providing financial assistance for Applicant (Promissor) to restore his/her/their damaged or deteriorated residential dwelling, located in the Village of Mount Prospect at the address set forth above (hereinafter the "Real Estate"). The terms and conditions of said Loan Agreement are incorporated herein as if fully set forth. Said principal amount or any part thereof may be prepaid at any time.

The principal of this Note shall be immediately payable in full to the Village, at the Village's election, upon the occurrence of any one of the following events: 1) the transfer, sale or conveyance of any right, title or interest in the Real Estate or any portion thereof to any person or entity other than the Owners, excluding transfer to a land trust where the Owner(s) is(are) the sole beneficiary (beneficiaries), without the prior written approval of the Village, or 2) as otherwise provided in the Loan Agreement.

The payment of the principal sum herein is to be made at such banking association or trust company as the Village of Mount Prospect may designate from time to time in writing, and in the absence of such designation, said payment shall be made at the Office of the Village Clerk, Village Hall, 50 South Emerson Street, Mount Prospect, Illinois.

The payment of this Note is secured by a Mortgage on the Real Estate, bearing even date herewith, to the Village of Mount Prospect, and it is agreed that in the case of a default on this Note, or in the performance of the terms or conditions of the Loan Agreement, or in the performance of terms and conditions contained in said Mortgage, that, at the election of the Village of Mount Prospect, the principal sum shall, at once become due and payable at the place of payment aforesaid.

The undersigned do herein waive the presentment of this Note for payment, or any requirements for notice of dishonor, protest, or notice of protest regarding the terms hereof. In

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the event of commencement of suit to enforce payment of this Note, the undersigned agree to pay to the Village such additional sum for its attorney's fees, expenses and court costs, as the court may judge reasonable.

If this Note is signed by more than one person, all obligations and authorizations hereunder shall be joint and several, and the term "Promissor" herein shall include therein all persons signing this Note.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

OWNER

Date: 6/27

By:

Print Name: James AndersonDate: 6/27

By:

Print Name: Sharon Anderson

This Instrument prepared by:

Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400

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Record executed copy as

**EXHIBIT B OF MORTGAGE****VILLAGE OF MOUNT PROSPECT  
BASIN 14 FOOTING TILE DISCONNECT PROGRAM  
GRANT AND LOAN AGREEMENT**

This Grant and Loan Agreement (hereinafter the "Agreement") is entered into on the Effective Date, as hereinafter defined, by and between the VILLAGE OF MOUNT PROSPECT, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and *James Anderson* and *Shawn Anderson* (hereinafter the "Owner"). (the Village and Owner sometimes collectively the "Parties"):

WITNESSETH as follows:

A. Pursuant to its home rule powers, the Village has established the **Basin 14 Footing Tile Disconnect Program** (hereinafter the "Program") for the purpose of providing financial assistance in the form of a grant of fifty percent (50%) and a deferred payment, interest bearing loan of fifty percent (50%) of the total amount for the Work, as hereinafter defined, not to exceed a total of eighteen thousand dollars (\$18,000.00), to certain homeowners, whose residences within the area of the Village, designated as Basin 14, utilize gravity sewer systems, which tend to back up. The Program basically provides for the disconnection of footing tiles from that system and installation of overhead sewer systems.

B. The Owner, who resides at 131 S. Lancaster, Mount Prospect, Illinois (hereinafter the Subject Property") wishes to participate in the Program as summarized above and described in detail in this Agreement.

WHEREFORE, upon the considerations set forth above and incorporated herein below by reference, and for other good and valuable considerations, the Parties do hereby agree as follows:

1. The Program is generally described as follows:
  - a. The footing tiles around the residence on the Subject Property will be disconnected from direct access to the Village's sewer system.
  - b. Two (2) pits will be cored in the basement. One (1) pit will have a sump pump installed to collect and remove the footing tile water and another pit will be installed with an ejector pump to collect and remove wastewater from basement-level facilities through an overhead sewer system.
  - c. Internal plumbing modifications will be made, so as to discharge the sump pump to a point outside the residence and to discharge the ejector pump to Owner's sanitary sewer service line leading to the Village's sewer system.
  - d. As a result of the above work, landscape and interior restoration may be required.
2. The work to be performed under this Agreement (hereinafter the "Work") shall be as follows:

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- a. A licensed plumbing contractor shall perform the plumbing work, as described in paragraph 1(a) – 1(c) above (hereinafter the “Plumbing Work”).
  - b. A licensed landscaper shall perform landscape restoration directly related to the Plumbing Work (hereinafter the “Landscape Work”).
  - c. Only the Plumbing and Landscape Work shall be subject to the Grant and Loan under the Agreement. The Work shall not include any interior restoration or repair work that results from the Plumbing and Landscape Work. Interior restoration or repair shall be at Owner’s expense and not considered Work for purposes of the Agreement.
  - d. Owner and Village shall enter into an agreement with the contractor(s) to perform the Work (hereinafter the “Contractors”).
3. A grant in an amount not to exceed fifty percent (50%) of the total cost of the Work (the “Grant”) and a loan in an amount not to exceed fifty percent (50%) of the total cost of the Work (the “Loan”), shall be made by the Village to the Owner pursuant to the terms of this Agreement. Payment of the Grant and Loan amounts shall be made directly to the Contractors performing the Work.
  4. The total amount for the Work to be paid by the Loan and Grant shall not exceed eighteen thousand dollars (\$18,000.00).
  5. The Grant shall be given to Owner without any obligation for Owner to repay the Village, so long as such documents are executed by Owner as the Village may deem necessary or convenient to fulfill the Owner’s obligations under this Agreement. The Loan shall be a deferred payment, 2.07% interest bearing loan (such simple interest shall be computed on the basis of a 365-day year, and actual days lapsed), and shall be payable, in full, to the Village, at its election, upon the occurrence of a transfer, sale or conveyance of any right, title or interest in the Subject Property or any portion thereof, to any person or entity other than the Owner, excluding the transfer to a land trust where the Owner(s) is (are) the sole beneficiary (beneficiaries), without the prior written approval of the Village; or as provided in paragraph 10 of this Loan Agreement. The Loan may be prepaid in full or in any part at any time.
  6. As evidence of the Loan, the Owner shall execute, concurrent with the execution of this Loan Agreement, a Promissory Note and Mortgage, in the form attached hereto as Exhibits 1 and 2 respectively and made a part of this Agreement; which Note and the Loan to which it refers shall be secured by the Mortgage upon the Subject Property. As the terms of this Agreement require the Village to disburse portions of the Loan proceeds directly to the respective Contractors upon completion of their portions of the Work, the actual total amount of the Loan (hereinafter referred to as the “Loan Amount”) cannot be determined until all such disbursements have been made by the Village. In order that the Village may secure on the Subject Property the indebtedness created by such funds as are actually disbursed under this Agreement, the Loan Amount shall be omitted from the Promissory Note and Mortgage when executed by Owner, and the Village is hereby authorized by Owner to insert the actual Loan Amount into said Mortgage and Promissory Note upon the Village’s disbursement of the Loan proceeds to all Contractors, or, in the event of a default by Owner, to insert the total amount of the Loan which has been disbursed by the Village at that time, but in no event shall the Loan Amount exceed \$9,000.00. The

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executed Mortgage shall be recorded along with copies of the executed Note and this Loan Agreement, attached thereto as Exhibits A and B respectively.

7. Loan proceeds shall be disbursed by the Village directly to the respective Contractor(s) pursuant to the contract(s) entered into by the Village and Owner, and under the following conditions:
  - A. Proceeds shall be paid to the Contractor(s) upon completion of the Work contracted for and upon acceptance thereof by the Village, as complying with the Village Maintenance and Building Codes and contract requirements relating to said Work.
  - B. Partial payment of loan proceeds in the form of progress payments will be made only with regard to contracts that exceed \$7,500.00 in cost, and such payments shall be made pursuant to provisions in the contract, and shall, in the aggregate, not exceed ninety percent (90%) of the entire contract price.
  - C. No loan proceeds shall be disbursed unless and until there has been submitted to the Village by the Contractor, a sworn Contractor's statement, signed by the Contractor and the Owner, covering the cost of the contract improvements and itemizing therein the various subcontractor, labor, and material costs and the pertinent waivers of the mechanics' and materialmen's liens on such forms as are satisfactory to the Village.
  - D. Concurrent with the final contract payment, the respective Contractor(s) shall furnish Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Agreement. Contractor(s) shall warrant the contracted Work against defective workmanship and materials for period of twelve (12) months from the date of completion and acceptance thereof by the Village, as defined in that contract.
  - E. Final payment to the respective Contractor(s) under the contract(s) shall be made by the Village no later than thirty (30) days after completion of the contracted Work and the Village's acceptance thereof upon written notification by its Building Department that the Work has been completed in accordance with the contract terms and all applicable laws, rules, ordinances and/or regulations relating to the performance of the Work, including Village Maintenance and Building Codes.
8. The Loan Amount to be repaid by the Owner to the Village shall be one half (1/2) of the actual amount of money paid to the Contractor(s) for the Work and all change orders issued thereunder, the remaining one half (1/2) to be paid by the Grant.
9. Throughout the term of this Loan Agreement, the Owner shall maintain the mortgaged real estate in good condition and repair, shall pay all taxes and assessments levied or assessed thereon, and shall keep the same insured against fire and extended perils, as provided in the terms and conditions of the mortgage. Owner may select the insurer, but the Village reserves the right to refuse to accept an insurer for reasonable cause. The Village shall have the right to require reasonable proof of such commitments on a six-month basis.

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- 10. In the event of a default in the terms of this Loan Agreement or of the Promissory Note and Mortgage provided for hereunder, the Village shall have the right, at its option, to declare the Loan, in the total amount of the funds that the Village has disbursed to Contractors, regardless of whether or not all of the Loan proceeds have been paid out or all of the Contractors have been paid, to be immediately due and payable and to take such steps as are deemed necessary to collect the same, which right shall be in addition to any other right or remedy available to the Village under Illinois and federal laws.
- 11. This Agreement shall be governed by the laws of the State of Illinois. Any litigation regarding this Agreement or its content shall be filed in the Circuit Court of Cook County, Illinois.
- 12. The effective date of this Agreement shall be the date last signed by the Parties (the "Effective Date").

**IN WITNESS WHEREOF**, the Village of Mount Prospect and Owner hereunto execute this Agreement.

VILLAGE OF MOUNT PROSPECT

By:

  
Village Manager

Date:

7/2/10

OWNER:

By:



By:



Date:

6-27-10