



\*1912006096\*

## HOME IMPROVEMENT GRANT AGREEMENT

Doc# 1912006096 Fee \$60.00

**THIS AGREEMENT**, made on April 5, 2019 by and between Marina Gurevich (hereinafter "OWNER"), and the VILLAGE OF SKOKIE, (hereinafter "VILLAGE") an Illinois municipal corporation located at 5127 Oakton Street, Skokie, Illinois. The VILLAGE and OWNER shall jointly be referred to as "Parties".

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/30/2019 11:33 AM PG: 1 OF 12

### WITNESSETH:

**WHEREAS**, the VILLAGE operates a Housing Improvements Program (hereinafter "Program") to financially assist low and moderate income Skokie homeowners with various home repairs in order to maintain the quality of their homes and reduce home energy consumption; and

**WHEREAS**, eligible home improvements for the Program include, but is not limited to, improvements which are visible to the public, improve the neighborhood, and are life/safety issues such as correcting basement flooding, most weatherization work, roof repairs or replacement, tuckpointing, exterior painting, furnace repair or replacement and major structural repairs, and

**WHEREAS**, normal home maintenance such as interior painting, carpeting, or kitchen remodeling or other decorating projects are not eligible home improvements under the Program; and

**WHEREAS**, OWNER of the property commonly known as 8748 C Kedvale in Skokie, Illinois of which legal description is attached hereto, marked exhibit "1", submitted an application to the VILLAGE requesting to participate in the Program, a copy of which is attached hereto, marked Exhibit "2" and hereby made a part of this AGREEMENT; and

**WHEREAS**, the VILLAGE caused an inspection of the subject premises to verify the need for the requested work and provided the OWNER with an inspection report, a copy of which is attached hereto, marked Exhibit "3" and hereby made a part of this AGREEMENT; and

**WHEREAS**, the subject premises is a residential property, improved with either a single-family home, condominium, townhouse, two-flat or cooperative located within the VILLAGE; and

**WHEREAS**, the VILLAGE has reviewed the aforesaid application and has determined that the OWNER's participation in the Program is in the VILLAGE'S best interest and is in accordance with the objectives of the Program;

**NOW, THEREFORE**, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed:

- 1. Representations.** The representations set forth in the foregoing recitals are material to this AGREEMENT and are hereby incorporated into and made part of this AGREEMENT as though they were fully set forth in their entirety in this Section 1.
- 2. Definitions.** As used in this AGREEMENT, the following definitions shall apply:  
Inspection Report: A document prepared on behalf of the VILLAGE based on an examination of the Subject Premises which specifies home improvement work which is eligible for a Grant under the Program.  
Project: All of the home improvement work covered under the Grant from the VILLAGE.  
Subject Premises: The property is commonly known as 8748 C Kedvale in Skokie, Illinois which is the OWNER's principal residence.  
Work: The undertaking of labor by a contractor approved by the VILLAGE to accomplish the home improvements specified in Exhibit "3".
- 3. Issuance of Grant.** Pursuant to OWNER's participation in the Program, the VILLAGE agrees to provide OWNER with a grant in an amount not to exceed FOUR THOUSAND (\$4000.00) ("Grant") to pay for

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materials and contractor's fees for the Project and related Work.

4. **Documentation.** **OWNER** represents that he or she is the legal title holder to Subject Premises. In further proof thereof **OWNER** has submitted to the **VILLAGE**:
  - a. Title policy or Letter of Opinion from Chicago Title and Trust Company; or
  - b. Torrens Certificate; or
  - c. if legal title is in a Trust, a letter of direction and certification as to the current beneficiary under such Trust Agreement. A copy of the submitted document(s) is/are attached hereto, marked Exhibit "4", collectively, and hereby made a part of this **AGREEMENT**.
  
5. **Financial Eligibility.** **OWNER** represents to the **VILLAGE** that **OWNER's** total annual household income does not exceed the very low income limits established by the Federal Government as specified in Exhibit "4" attached hereto and hereby made a part of this **AGREEMENT**. In further proof thereof **OWNER** has submitted the following documents to the **VILLAGE**:
  - a. **OWNER's** Income Documentation Year 2016 and 2017.
  
6. **Homeowner's Representation.** The Grant shall be issued to **OWNER** by the **VILLAGE'S** reliance upon all information provided by the **OWNER** and all representations, exhibits, data and other materials submitted with and in support of **OWNER's** participation in the Program. Any misinformation or withholding of material information incident hereto shall, at the option of the **VILLAGE**, give rise to the **VILLAGE'S** right to terminate this **AGREEMENT** pursuant to Section 16 of this **AGREEMENT**.
  
7. **Priority of Improvements.** The work to be performed shall be conducted in the following priority, subject to the approval of the **VILLAGE**:
  - a. Work required to correct existing code violations;
  - b. Exterior home improvements;
  - c. All other home improvements.
  
8. **Permits.** **OWNER** is responsible for securing and paying for all necessary licenses and permits.
  
9. **Multiple Bids.** **OWNER** agrees to obtain at least three (3) bids from qualified contractors for each project and work item. **OWNER** shall be required to utilize the Contractor who has submitted the lowest bid, unless otherwise approved by the **VILLAGE**.
  
10. **No Prior Agreements.** **OWNER** has represented to the **VILLAGE** that no prior agreements have been entered into between the owner and any contractor for the project and work to be performed under this **AGREEMENT**.
  
11. **Contracts.** **OWNER** must provide the **VILLAGE** with a copy of any and all contracts for the Project and Work to be completed. The contracts must be approved in writing by the **VILLAGE**. No modifications may be made to Village approved contracts without the prior written consent of the **VILLAGE**.
  
12. **Completion of Work.** Upon completion of the Project and Work, **OWNER** shall deliver to the **VILLAGE** a contractor's waiver of lien and a certificate executed by the contractor or subcontractor, stating that the Project and Work is final and complete and is in compliance with all applicable federal, state and local laws, rules and regulations.
  
13. **Payment to Contractors.** The Parties agree that payments to the contractors shall not occur until the **VILLAGE** has inspected the completed Project and Work and provides the **OWNER** with written approval for payment.
  
14. **Additional Documents.** **OWNER** shall supply the **VILLAGE** with such other materials, documents and papers which the **VILLAGE** may require, from time to time.

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15. Homeowner Sale of Subject Property. If the **OWNER** sells the Subject Premises or any interest in it is sold or transferred, within 15 years after receipt of grant funds **OWNER** expressly agrees to pay the **VILLAGE** back for the entire Grant or a portion thereof based on the following schedule:

YEAR FROM RECEIPT OF GRANT FUNDS	PERCENTAGE OF GRANT OWED VILLAGE
0-5	100%
6	50%
7	45%
8	40%
9	35%
10	30%
11	25%
12	20%
13	15%
14	10%
15	5%

16. Termination. This Agreement may be terminated at the **VILLAGE'S** option by written notice to the **OWNER** upon the occurrence of any one or more of the following events:
- a. Construction of the Project has not commenced within ninety (90) days of the date of this **AGREEMENT**.
  - b. If any statement or representation made by **OWNER** in its application to the **VILLAGE** shall prove untrue in any material respect, or if the **OWNER** shall have withheld any material information incident thereto.

Delay in the exercise of the **VILLAGE'S** right to terminate shall not be construed as a waiver of any such right to terminate with regard to the occurrence of any specific event referred to above, and the **VILLAGE'S** failure to act as to any such event shall not be construed as a waiver of its rights with respect to any subsequent event of default.

17. The Village Not a Joint Venturer. The **VILLAGE** by executing this **AGREEMENT** or any action taken pursuant hereto or contemplated hereby shall not be deemed to be a partner or joint venture with **OWNER** or Contractor or any other parties. **OWNER** indemnifies and holds the **VILLAGE** harmless from any and all liabilities, damages, claims, demands, costs and expenses resulting from such a construction of the Parties and their relationship. Any inspection of the Subject Premises or any analysis of the Project made by the **VILLAGE** is intended solely for the benefit of the **VILLAGE** and shall not be deemed to create or form the basis of any warranty, representation, covenant, implied promise or liability to the **OWNER** or its employees or agents, any guest or invitee upon the Subject Premises or any other person.
18. Indemnification. The **OWNER** hereby agrees and covenants to forever hold harmless and indemnify the **VILLAGE** its officers, employees and agents, and to save them from and indemnify for all costs, claims, suits, demands, and actions arising during the term of this **AGREEMENT** directly or indirectly from or

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because of or in any way connected with this **AGREEMENT** that may be made by **OWNER**, its guests, invitees, or any other person, firm, corporation or organization, for property damage or injury. The provisions of this Section 18 shall survive the expiration or termination of this **AGREEMENT**.

19. Recording of AGREEMENT. A copy of this **AGREEMENT** shall be recorded against the Subject Premises at the office of the Cook County Recorder of Deeds.
20. Multiple Homeowners. If more than one person has an ownership in the Subject Premises, each person is fully and personally obligated to keep all of the promises made in this **AGREEMENT**, including the promise to pay the full amount owed.
21. Notices. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to Seller and Purchaser as follows:
- If to **VILLAGE**: Village of Skokie  
5127 Oakton Street Attn: Village Clerk  
Skokie, IL 60077
- With copies to: Village Manager  
5127 Oakton Street  
Skokie, IL 60077
- Corporation Counsel  
5127 Oakton Street  
Skokie, IL 60077
- If to **OWNER**: Marina Gurevich  
8748 C Kedzie  
Skokie, IL 60076

Notices shall be deemed effective and properly delivered and received when and if either;

- a. personally delivered;
- b. delivered by Federal Express or other overnight courier; or
- c. deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

Either Party may change the names and addresses of the persons to whom notices or copies hereof shall be delivered, by written notice to the **VILLAGE** or **OWNER** or Seller, as the case may be, in the manner herein provided for the service of notice.

22. Entire Binding Understanding; No Oral Modification. All prior understandings and agreements between the Parties are merged into this **AGREEMENT**.
23. Performance. Time is of the essence in this **AGREEMENT**.
24. Severability. Each provision of this **AGREEMENT** is severable from all other provisions of this **AGREEMENT** and, if one or more of the provisions of this **AGREEMENT** shall be declared invalid, the remaining provisions of this **AGREEMENT** shall nevertheless remain in full force and effect.
25. Headings. The headings or titles of the Sections or Paragraphs in this **AGREEMENT** are for convenience only, are not a part of this **AGREEMENT**, and shall not be used as an aid in the construction of any provisions hereof.

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26. Due Authority. Each Party signing this AGREEMENT represents and warrants that they have full right and authority to enter into and perform this AGREEMENT in accordance with the terms hereof.

VILLAGE OF SKOKIE,

OWNER,

By: *J. T. Lockerby*

By: *[Signature]*

John T. Lockerby  
Its Village Manager

Subscribed and sworn to before me

this 5<sup>th</sup> day of April, 2019

*Bernice Chan*



Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

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Exhibit 1

**Legal Description****Parcel 1:**

That part of lots 1 through 10, both inclusive in block 4 in A. A. Lewis' Evanston Golf Manor being a subdivision in the north  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  of Section 22, Township 41 North, Range 13, east of the third principal meridian. The above described property taken as a single tract of land, in Cook County, Illinois being the east 24.92 feet of the west 215.15 feet of the tract described above (both dimensions as measured on the North line of said tract) except the south 52.97 feet thereof as measured perpendicular to the south line of said tract.

**Parcel 2:**

Also easements appurtenant to and for the benefit of the above described parcel as set forth in the declaration of easements dated 2/25/76 and recorded 2/26/76 as document number 23400403 in Cook County, Illinois.

P.I.N.: 10-22-201-048

Common Address: 8748 Kedvale, Skokie, IL 60076

Property of Cook County Clerk's Office

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## TRUSTEE'S DEED

This indenture made this 22<sup>ND</sup> day of NOVEMBER, 2005, between CHICAGO TITLE LAND TRUST COMPANY, successor trustee to LASALLE BANK NATIONAL ASSOCIATION, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 21<sup>ST</sup> day of DECEMBER, 2001, and known as Trust Number 128631, party of the first part, and \_\_\_\_\_

\_\_\_\_\_ MARINA GUREVICH \_\_\_\_\_

WHOSE ADDRESS IS:  
748 N. KEDVALE AVENUE,  
SKOKIE, ILLINOIS 60076 party of  
the second part.

Reserved for Recorder's Office



Doc# 1909155012 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/01/2019 12:35 PM PG: 1 OF 5

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE considerations in hand and paid, does hereby CONVEY AND WARRANT unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to wit: \_\_\_\_\_

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY ADDRESS: 8748 N. KEDVALE AVENUE, SKOKIE, ILLINOIS 60077

PERMANENT TAX NUMBER: 10-22-201-048-0000

together with the tenements and appurtenances thereunto belonging.

DO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever unto said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the recording hereof.

WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY,  
as Trustee as Aforesaid

By: \_\_\_\_\_

*John F. Sorubel*  
Assistant Vice President

AGE OF SKOKIE  
DEVELOPMENT TAX  
10-22-201-048-0000  
748 Kedvale Ct

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8719 C

Exhibit #2



## HOME IMPROVEMENT PROGRAM APPLICATION

SECTION 1 - Applicant Information	
Name	MARINA GOROVICH
Address	8748 h. Kedvale - C
Home Phone	224-616-7182
Work Telephone	224-616-9182
Unit Type:	<input type="checkbox"/> Single-family Detached <input checked="" type="checkbox"/> Townhouse <input type="checkbox"/> Condominium/Cooperative <input type="checkbox"/> Two-flat
Occupancy:	<input checked="" type="checkbox"/> Own & Occupy Unit <input type="checkbox"/> Rent & Occupy Unit <input type="checkbox"/> Do Not Occupy Unit
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White <input type="checkbox"/> Asian and White <input type="checkbox"/> American Indian/Alaskan Native & White <input type="checkbox"/> Black/African American and White <input type="checkbox"/> American Indian/Alaskan Native and Black/African American <input type="checkbox"/> Other multi racial
Ethnicity: Are you Hispanic or Latino	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of Persons in the Household	1
Household Income	22,117
Female Headed Household:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 2 - Forms to be Submitted	
This application cannot be processed until all of the documents and information listed below are provided. Since all applications will be processed on a first-come first-serve basis, it is extremely important that the applicant provide the documents and information as quickly as possible.	
Federal Income Tax Form 1040/1040A for all persons over 17 years old who contributed to the household income for the last two years with all forms and schedules.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Village Inspection Report	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Three bids from contractors for improvement work specified in the inspection report	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of home ownership	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Amount of grant of loan request	\$ 13,000

-117

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<b>SECTION 3 – Statement of Applicant Understanding (Continued)</b>			
I consent to and authorize the Village to enter the improved property for the sole purpose of determining that the improvements contracted for have been completed. The Village's inspection of work will be to certify completion only. No determination will be made by the Village as to the quality or adequacy of material or workmanship.			Initials: <u>M.G.</u>
The Village will in no way warrant or guarantee any of the work performed and it is my responsibility to determine the acceptability of all material used and work performed by the contractor.			Initials: <u>M.G.</u>
The Village has no responsibility or liability for damages or injury of any kind occurring as a result of my participation in this program.			Initials: <u>M.G.</u>
<b>SECTION 4 – Income Disclosure</b>			
Total household income for the last tax year		\$	<u>22,187.</u>
Total ADJUSTED GROSS INCOME as listed in the applicant's Form 1040/1040A		\$	<u>22,117</u>
List each household member over 17 years old who contributed to the household income last year.	Name	Income	
	Person A	\$	<u>22,117.</u>
	Person B	\$	
	Person C	\$	
	TOTAL	\$	
<b>SECTION 5 – Source of Income and Assets</b>			
For each person listed in Section 4 (A, B, C), please provide the following information			
		Person A	Person B
		Person C	
<i>Employment</i>	Name of company	<u>Self employed</u>	
	Address of company, city, state, zip code	<u>8748 n. Kedvale St. Skokie IL</u>	
	Telephone		
<i>Public Assistance (ADC, General Assistance, etc.)</i>	Public Aid case number		
	Caseworker name		
	Address of office, city, state, zip code		
	Telephone		
<i>Social Security (Survivor's Benefits, SSI, Retirement, Disability, etc.)</i>	Social Security number		
	Address of office, city, state, zip code		

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SECTION 5 - Source of Income and Assets (Continued)		Person A	Person B	Person C
Pension	Name of company			
	Address of office, city, state, zip code			
Other Income Not Covered Above	Source			
	Address of office, city, state, zip code			
	Telephone			
Bank Account	Name of bank			
	Account number			
	Present balance	\$	\$	\$
	Annual interest rate	%	%	%
Bank Account	Name of bank	Chase Banc.		
	Account number			
	Present balance	\$ 1500.00	\$	\$
	Annual interest rate	%	%	%
Bank Account	Name of bank			
	Account number			
	Present balance	\$	\$	\$
	Annual interest rate	%	%	%
Stocks, Bonds, or Other Securities	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
Stocks, Bonds, or Other Securities	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
Stocks, Bonds, or Other Securities	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
Do you own any interest in any real estate other than your home?		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Percent interest ___%	Percent interest ___%	Percent interest ___%

Home Improvement Program Enforcement, EN 18-1871

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Exhibit 3

Property Information

10-22-201-048-0000 8748 KEDVALE AVE C Subdivision: SKOKIE IL, 60076 Lot: Block:

Name Information

Owner: MARINA GUREVICH Phone: Occupant: Phone: Filer: Phone:

Enforcement Information

Date Filed: 12/17/2018 Date Closed: Status:

Complaint:

Last Action Date: Last Inspection: 01/07/2019

Last Action:

Initial Inspection | Colleen Burke

Status: Completed Result: Violation(s) Scheduled: 01/07/2019 11:00 AM Completed: 01/07/2019

Violations:

Uncorrected Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

INSPECTOR COMMENTS: REPLACE EXISTING WINDOWS ON SECOND FLOOR AND AT MIDLANDING OF FRONT STAIRS.

Uncorrected Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected

INSPECTOR COMMENTS: REPAIR RESULTANT WATER DAMAGE AROUND WINDOW IN NORTHEAST BEDROOM.

Replacement Windows Second Level

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Exhibit 4



## FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](http://HUD.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

### FY 2018 Income Limits Summary

**Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.**

FY 2018 Income Limit Area	Median Family Income	FY 2018 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Chicago-Joliet-Naperville, IL HUD Metro FMR Area</b>	\$84,600	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	29,650	33,850	38,100	<b>42,300</b>	45,700	49,100	52,500	55,850
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	17,800	20,350	22,900	<b>25,400</b>	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	47,400	54,200	60,950	<b>67,700</b>	73,150	78,550	83,950	89,400

**NOTE:** Cook County is part of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**, so all information presented here applies to all of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**.

The **Chicago-Joliet-Naperville, IL HUD Metro FMR Area** contains the following areas: Cook County, IL; DuPage County, IL; Kane County, IL; Lake County, IL; McHenry County, IL; and Will County, IL.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2018 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2018 [Fair Market Rent documentation system](#).