

UNOFFICIAL COPY

Doc#: 2127055087 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/27/2021 02:40 PM Pg: 1 of 7

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Marquette Bank
15959 108th Ave
Orland Park, IL 60467

Old Republic National Title
Insurance Company
9601 Southwest Highway
Oak Lawn, IL 60453

2113916395/S

**OWNER-OCCUPIED
RETENTION AGREEMENT**

STATE OF Illinois

THIS OWNER-OCCUPIED RETENTION AGREEMENT ("Agreement") is effective as of the disbursement date, the 17th day of September, 2021 (hereinafter the "Effective Date"), by Liliana Villa, single woman, (hereinafter "Owner," whether one or multiple individuals are named), purchasing the property at the address of 6145 W 64th Pl; Unit 1W; Chicago, IL 60638, to and in the favor of Marquette Bank ("Member"), having an address of 15959 108th Ave; Orland Park, IL 60467.

RECITALS:

WHEREAS, Marquette Bank (the "Bank"), pursuant to regulations, including, without limitation, those contained in 12 CFR Part 1291 (the "AHP Regulations") promulgated by the Marquette Bank

Affordable Housing Program, which provides grants (or subsidies) to income-eligible home buyers for use as down payment, closing cost, counseling, or rehabilitation assistance in connection with the household's purchase and/or rehabilitation of an owner-occupied unit to be used as the household's primary residence, and the General AHP Fund, which provides subsidies to competitively awarded projects, for use in the purchase, construction, or rehabilitation of an owner-occupied project by or for very low-, low-, or moderate-income households.

WHEREAS, the Bank, through Member, is providing a Subsidy (as hereinafter defined) in connection with the purchase or purchase in conjunction with rehabilitation of that certain real

UNOFFICIAL COPY

property as described on Exhibit A, attached hereto, and made a part hereof (the "Property") in accordance with its Affordable Housing Program.

WHEREAS, Owner desires to set forth in this Agreement those conditions and circumstances, whereby the Bank shall be entitled to the repayment of funds in connection with the Bank's provision, through Member, of the Subsidy (as hereinafter defined) to Owner.

NOW THEREFORE, in consideration of the receipt of the Subsidy (as hereinafter defined), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees to be bound as follows:

1. The Subsidy. As of the Effective Date of this Agreement, Owner acknowledges and agrees that Member has caused the disbursement of the proceeds of a subsidy to Owner in the amount of Six Thousand and 00/100 Dollars (\$ 6,000.00) (the "Subsidy") in connection with the purchase or purchase in conjunction with rehabilitation of the Property.

2. Retention/Retention Period. Owner hereby acknowledges and agrees that Owner's receipt of the Subsidy is hereby conditioned upon Owner's acceptance of those restrictions with respect to the sale or refinancing of the Property in order to ensure that the Subsidy is used for the purchase or purchase in conjunction with rehabilitation of housing that is defined as affordable housing by 12 C.F.R. Part 1291. In order to qualify and maintain the Subsidy, Owner shall comply with the terms and provisions set forth in this Agreement for a period of five (5) years from the Effective Date of this Agreement (the "Retention Period").

3. Owner's Representations and Warranties. Owner hereby represents and warrants to Bank and Member the following:

(a) Use of Subsidy. Owner shall use the Subsidy to fund the costs of purchasing or purchasing in conjunction with rehabilitating the Property in compliance with (i) the AHP Regulations and (ii) the Affordable Housing Program Implementation Plan, guidelines, policies, procedures, and requirements of the Bank, or any successor in interest to the Bank, as may be in effect from time to time (collectively, the "AHP Policies"). Except as specifically set forth in this Agreement, the Subsidy may be retained by Owner without any obligation of repayment; and

(b) Notice of Sale or Refinance Prior to Expiration of Retention Period. Owner hereby acknowledges and agrees that, in the event of any sale, transfer, assignment of title or deed, or refinancing of the Property occurring during the Retention Period, Owner shall provide notice to the Bank and to the Member, in writing, at the addresses set forth herein, or to such other address as otherwise directed by the Bank or the Member.

4. Bank's Right to Repayment. Owner hereby acknowledges that if, during the Retention Period, the Property is sold, transferred, or there is an assignment of title or deed to a third party, or the Property is refinanced, the Bank shall be repaid the lesser of (i) the Subsidy,

UNOFFICIAL COPY

reduced on a *pro rata* basis per month until the Property is sold, transferred, its title or deed assigned, or is refinanced during the five-year Retention Period or (ii) any net proceeds from the sale, transfer, assignment of title or deed, or refinancing of the Property, minus the AHP-assisted household's investment in the Property. Owner acknowledges that Member has agreed to facilitate reimbursement of the amount of the Subsidy to be repaid to the Bank.

5. Events of Non-Repayment. Owner hereby acknowledges the following:

(a) Affordable Housing Program Advance. In the event that Owner sells, transfers, assigns the title or deed, or refinances the Property during the Retention Period, and such Property was assisted with a permanent mortgage loan funded by an Affordable Housing Program subsidized advance, then Owner shall not be required to repay any portion of the Subsidy.

(b) Sale of Property to an Eligible Third Party. If Owner sells, transfers, or assigns the title or deed to the Property, during the Retention Period, to a low- or moderate-income household as determined by the Bank, then Owner shall not be required to repay any portion of the Subsidy. For any sale, transfer, or assignment of the Property, the Bank or the Member will determine the subsequent household's income using a Bank approved sales price proxy set forth in the Bank's AHP Implementation Plan, unless documentation demonstrating that household's actual income is available.

(c) Refinancing during the Retention Period. In the event that Owner refinances during the Retention Period, and the Property remains subject to the encumbrance created by this Agreement, or another legally enforceable retention agreement or mechanism as permitted under the AHP Policies, then Owner shall not be required to repay any portion of the Subsidy.

(d) Amount of Repayment is \$2,500 or Less. In the event that the amount of repayment calculated pursuant to Section 4, above, is \$2,500 or less, then Owner shall not be required to repay any portion of the Subsidy.

6. Termination Events. Owner hereby acknowledges and agrees that the obligation to repay the Subsidy to the Bank shall terminate after the occurrence of any of the following events, which each shall constitute a Termination Event:

- (a) In the event the Property is foreclosed upon or conveyed via transfer by deed-in-lieu of foreclosure; or
- (b) In the event of an assignment of the Federal Housing Administration first mortgage to the U.S. Department of Housing and Urban Development
- (c) Upon the death of Owner during the Retention Period, even if the Property is transferred to the heirs of the deceased Owner by sale, transfer, assignment, or otherwise.

UNOFFICIAL COPY

(d) Upon the expiration of the Retention Period.

7. Request for Additional or Required Information. Within fifteen (15) days of Member's request, Owner agrees to provide Member with any and all information that Member deems to be necessary to release Owner from its repayment obligations under this Agreement.

8. Notices. All notices shall be in writing. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service evidenced by a signed receipt (or refusal to accept delivery) or sent by registered or certified mail, return receipt requested, or via overnight courier, and shall be effective upon proof of delivery (or refusal to accept delivery) or via email followed by U.S. Mail. Such written notices shall be addressed to the addresses as set forth above for each respective party, unless otherwise directed to another address by such party.

9. Definitions.

"Owner" shall mean and include all Owners, whether one or more.


10. Recording. This Agreement shall be recorded against the Property in the county of which the Property is located.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND
ACKNOWLEDGMENT PAGES TO FOLLOW]*

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner(s) have hereunto set their hands and seals.

Name of Owner(s): Liliana Villa

Signed: 

Name: Liliana Villa

Name of Owner(s): _____

Signed: _____

Name: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

OWNER ACKNOWLEDGMENT

STATE OF Illinois)
: SS.

Cook _____ COUNTY)

Personally came before me this 17th day of September, 2021, the above named Liliana Villa and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Cheryl Trotto
Notary Public
Cook County, IL
My commission expires: 11/2/22

OWNER ACKNOWLEDGMENT

STATE OF Illinois)
: SS.

Cook _____ COUNTY)

Personally came before me this 17th day of September, 2021, the above named _____ and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

County, _____
My commission expires: _____

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Property

P.I.N.: 19-20-114-033-1001

Common Address: 6145 W 64th Pl; Unit 1W; Chicago, IL 60638

Legal Description:

PARCEL 1: UNIT 1W IN THE MIDWAY MANOR CONDOMINIUMS AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE, TO WIT:

THE EAST 60 FEET OF THE WEST 180 FEET OF BLOCK 5 (EXCEPT THE SOUTH 122.24 FEET THEREOF) IN F.H. BARTLETT'S CHICAGO HIGHLANDS IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 31, 2002, AS DOCUMENT NUMBER 0021204413, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE LOCKER 1WA LIMITED COMMON ELEMENT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED HERETO.