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ESTOPPEL AGREEMENT

THIS AGREEMENT made and entered into this 11th day of February, 1993 by and between William and Mary Tully, hereinafter referred to as OWNER(S), and the VILLAGE OF ARLINGTON HEIGHTS, an Illinois Municipal Corporation in Cook County, Illinois, hereinafter referred to as the VILLAGE:

WHEREAS, the VILLAGE is an agent for disbursement of funds for the Housing Rehabilitation Loan Program under the authority of Title 24, Part 570, Community Development Block Grants, and, pursuant to the Housing and Community Development Act of 1977 of the United States Congress; and as such, renders interest-free loans or funds to qualified property owners in the Arlington Heights community which are available to improve the quality of life of its citizens through the maintenance of their homes in conformance with the Arlington Heights Municipal Code, subject to certain terms and conditions; and

WHEREAS, the OWNER(S) have, on the 11th day of February, 1993, applied to the VILLAGE for a loan in the amount of Nine Thousand Six Hundred and Forty Seven and 50/100 Dollars (\$9,647.50) for purposes of electric, painting, roof, ~~garage door~~ and concrete replacement and the Village authorities have found the purposes proper and appropriate, and have determined that the OWNER(S) are the holders of record title of the property to be benefitted by said loan and are otherwise qualified to improve and maintain the real property commonly known as 102 N. Salem, Arlington Heights, IL 60005, and legally described as follows:

475.00  
Admin

Lot 335 in Arlington Manor, being a Subdivision of part of the South East quarter of Section 30 and all of the West half of the North East quarter of Section 31. Township 42 North, Range 11 East of the Third Principal Meridian in Cook County Illinois.

93214786

P.I.N.: 03-30-416-016

WHEREAS, the parties desire to memorialize the terms and conditions of their financial agreement to effect said improvements, in order that the interests of the governmental bodies participating in the disbursement of funds can be rendered secure:

NOW, THEREFORE, in consideration of the VILLAGE'S authorizing and disbursing certain funds as described herein to or on behalf of the OWNER(S) for the improvement and maintenance of the property described above, the parties hereto agree as follows:

DEPT-09 MISC. \$25.00  
T#9999 FROM 5966 03/23/93 09 32:00  
#0889 # \*---73--214786  
COOK COUNTY RECORDER

**LEGAL DEPARTMENT**  
**VILLAGE OF ARLINGTON HEIGHTS**  
33 South Arlington Heights Rd.  
Arlington Heights, IL 60005

*Handwritten signature*

Return to:  
Box 111

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
10 South Dearborn Street  
Chicago, Illinois 60604

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1. OWNER(S) will comply with all requirements, regulations, and suggestions of the VILLAGE or any other related governmental body concerning the purpose and terms of the Housing Rehabilitation Loan Program.

2. It being the express intent of OWNER(S) to provide the VILLAGE a lien against the subject real property as security for the loan aforesaid, and to serve notice upon future purchasers, assigns, estate representatives, mortgagees, and all other interested persons, that a certain amount is due and owing to the VILLAGE, OWNER(S) agree that this agreement shall be duly recorded upon the subject real estate as their free and voluntary act and its terms shall be binding upon and between the grantees, assignees, representatives, executors, administrators, and successors in interest of the OWNER(S) as a covenant running with the land until released by the VILLAGE by appropriately recorded instrument.

3. The OWNER(S) agree that their interest in the subject property will not be assigned, sold, transferred, distributed, deeded, or conveyed in any manner whatsoever, including distribution to heirs or devisees upon the death of all OWNERS, without the written consent of the VILLAGE, given prior to any such transfer and after OWNER(S) have given the VILLAGE written notice thereof. The VILLAGE agrees not to unreasonably withhold its consent. In the event the transfer is of a type that renders the loan due and payable, the Village will prepare for OWNER(S) a closing statement and consent, indicating thereon the loan balance due, which balance shall include administrative fees but shall not include any interest. Upon payment of the loan balance, the VILLAGE will provide OWNER(S), or their agent, with a written release of the obligations hereunder.

4. This agreement shall be subject to the following additional terms and conditions. The violation of any or all of them shall render the loan, plus administrative fees, legal fees, and all applicable expenses immediately due and payable to the VILLAGE:

a) In the event OWNER(S) desire, after the date of this agreement, to convey the subject property into a land trust for the benefit of OWNER(S), the OWNER(S) shall provide the VILLAGE with a certified copy of the proposed Trust Agreement and conveyance, which shall not be effective until it has been approved, in writing by the VILLAGE, which approval shall not be unreasonably withheld. Any subsequent proposed amendment or modification of the Trust Agreement shall be presented to the VILLAGE by the land trustee in writing, for review and approval by the VILLAGE. The land trustee, all beneficiaries of the trust and persons with a power of direction shall be bound by the terms hereof.

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b) In the event the subject property is in a land trust at the time of this agreement, the OWNER(S) shall provide the VILLAGE with a certified copy of the existing land trust agreement. The land trustee and all beneficiaries or persons with a power of direction shall execute this agreement as parties hereto. Any subsequent proposed amendment or modification of the trust agreement shall be presented to the VILLAGE by the land trustee in writing for review and approval by the VILLAGE. The land trustee, all beneficiaries and persons with a power of direction shall be bound by the terms hereof.

c) In the event the subject property becomes the subject of a lease agreement, the prior written consent of the VILLAGE shall be required as provided in paragraph 3 above. The loan, plus all administrative expenses, shall then be immediately due upon the effective date of said lease.

d) In the event the OWNER(S) cease to occupy the subject property as their sole and exclusive residence, the VILLAGE shall be notified immediately by the OWNER(S) in writing. The entire loan amount and administrative expense may, at the VILLAGE'S option, exercised in writing, become due and payable to the VILLAGE upon the date of the OWNER(S) cessation of occupancy of the premises as sole and exclusive residence or thirty (30) days after the VILLAGE mails its written notice to the OWNER(S) by U.S. mail, whichever is later.

e) The VILLAGE will not subordinate this Estoppel Agreement to any security interest in the subject property hereafter created.

5. This agreement constitutes the entire understanding of the parties and no amendment or modification thereof will be effective unless in writing and signed by all parties.

OWNER(S)

VILLAGE OF ARLINGTON HEIGHTS  
a Municipal Corporation

William B. Tully  
William B. Tully

W. W. Dixon  
Village Manager

Mary E. Tully  
Mary E. Tully

Edwin Course  
Village Clerk

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