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STATE OF ILLINOIS

COUNTY OF COOK

## STATEMENT OF LIEN CLAIM FOR REHABILITATION IN THE AMOUNT OF \$19,140.75

The Claimant, CITY OF CHICAGO HEIGHTS, a Municipal Corporation of the State of Illinois, County of Cook, hereby files its claim for a permanent lien against the

Lot 8 in Block 198 in Chicago Heights, in Section 29, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Perm. Tax 32-29-219-007, and commonly know as 90 W. 25th Street, Chicago Heights, Illinois.

Title to the above described property now appears in the name(s) of Veda Tarrant  
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but the lien is absolute as to all parties.

The cost and expense incurred was by reason of rehabilitation the improvement on the above entitled real estate, pursuant to Memorandum of Agreement signed by the above described property owner on the 31st day of August, 1994, agreeing to the filing of this lien and attached hereto and made a part hereof as Exhibit A of the City of Chicago Heights. The lien is in the amount of \$19,140.75.

That said owners are entitled to credits on account thereof as follows, to-wit: NONE - leaving due, unpaid, and owing to the Claimant, on account thereof, after allowing all credits, the balance of \$19,140.75 for which, the Claimant claims a permanent lien on the above real estate. The dollar amount reflects 75% of the total cost of the total cost of the rehabilitation assistance.

. DEPT-09 MISC. \$23.50  
. T#0008 TRAN 8184 02/28/95 13:12:00  
. #4024 + JB \*-95-139223  
. COOK COUNTY RECORDER

228  
338

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RETURN TO:

CITY OF CHICAGO HEIGHTS  
A Municipal Corporation

Kathleen Field Orr  
City of Chicago Heights  
1601 Chicago Road  
Chicago Heights, IL 60411  
(708) 756-5318

  
Kathleen Field Orr *dm*  
Corporation Counsel

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92-010

## SINGLE-FAMILY RESIDENTIAL REHABILITATION OWNERS PARTICIPATION AGREEMENT

This Agreement is made as of the 31<sup>st</sup> day of August, 19 94, between the City of Chicago Heights, Illinois, an Illinois Municipal Corporation (the "Grantee") and Veda Jarrant owners of a residential structure (the "Owner's") located at 90 W. 25<sup>th</sup> St Chicago Heights, Illinois, (the "Property"), which Property is entirely within the corporate limits and subject to the jurisdiction of the City of Chicago Heights.

WHEREAS, the City of Chgo. Hts. has opted to participate in the Community Development Block Grant ("CDBG") Program of the County of Cook, a body politic and corporate of the State of Illinois (the "County"), which has been designated as an urban county and receives CDBG funds under the Housing and Community Development Act of 1974, as amended, (the "Act"); and

WHEREAS, the City of Chgo. Hts. has received funds from the County for the County's 19 93 CDBG Program Year for the rehabilitation of single-family (as defined) structures owned by low and moderate income persons; and

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WHEREAS, the City of Chgo. Hts. has entered into an Intergovernmental Agreement with the County whereby it has promised to comply with the requirements of the Act and all applicable laws, ordinances, rules and regulations applicable to this portion of the CDBG Program and the rehabilitation of structures; and

WHEREAS, the Owners are all of the owners of record of the property and have applied to have their property rehabilitated through the CDBG Program operated by the City of Chgo Hts; and

WHEREAS, the Owners understand that they must comply with all CDBG Program requirements, including but not limited to coming within the income eligibility guidelines; and

WHEREAS, the City of Chgo. Hts. wishes to have the Owners participate in its CDBG single-family residential rehabilitation program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1. RECITALS

That the foregoing recitals are incorporated herein and made a part hereof.

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## 2. FEDERAL LAWS AND REGULATIONS

The City of Chgo. Hts. and the Owners agree that the rehabilitation of the Owner's property pursuant to the County of Cook's CDBG Program and through the contract with the Contractor (the "rehabilitation project") is subject to the Act and all applicable federal laws, rules, regulations, Office of Budget and Management circulars, and executive orders, County guidelines and City of Chgo. Hts.'s guidelines. The Owners understand that the rehabilitation project may be stopped or this Agreement rescinded in whole or in part due to the failure of either the Owners or the Contractor to comply with the Act or any of said laws, rules, regulations, circulars, executive orders, and guidelines. The Owners agree that the City of Chgo. Hts. is authorized to, and may in its discretion, take any appropriate action to enforce the Act or these laws, rules, regulations, circulars, and executive orders, or the County's or the City of Chgo. Hts. guidelines.

## 3. GRANT/LOAN AMOUNT

The City of Chgo. Hts. has, after an inspection of the property, preparation of specifications, attached hereto and made a part hereof and marked as Exhibit "A", and receipt of bids, determined that it will (grant/loan) the Owners, subject to written, approved change orders, not to exceed Twenty-Six Hundred Thirty-one 1/100 Dollars (\$23,631.00) for the rehabilitation of the Property.

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## 4. RESPONSIBILITY OF THE City of Chicago Heights

- A. The City of Chgo. Hts. hereby agrees to make inspections of the property during the course of the rehabilitation project, prepare and approve necessary change orders, and make all payments to the Contractor pursuant to the contract between the Owners and the Contractor ("Rehabilitation Work Contract").
- B. The City of Chgo. Hts. will not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the Contractor's work, or for the Contractor's failure to carry out the work in accordance with the Rehabilitation Work Contract.
- C. The City of Chgo. Hts. through its Rehabilitation Specialist will be the interpreter of the requirements of the Rehabilitation Work Contract and make decisions on all claims and disputes as to the rehabilitation work between the Owners and the Contractor, which shall be final and binding.

## 5. INCOME LEVEL

The Owners hereby assure and represent that they and their entire household came within the low and moderate income guidelines of the CDBG Program at the time of their Application and that they and their entire household are within said guidelines at the start of the rehabilitation project.

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## 6. WORK TO BE DONE; CHANGE ORDERS

The Contractor and the Owners agree that the only work to be done by the Contractor chosen to perform the rehabilitation project, subject to written, approved change orders, is listed in Exhibit "A". Change Orders must be written and signed by the Rehabilitation Specialist as well as the Owners before deletions, modifications or additions can be made to the work to be done. The Owners agree to authorize change orders for the correction of code violations identified during the course of the rehabilitation project or for material changes necessary to complete the work in a workmanlike manner; provided that these shall be the only circumstances in which change orders may be made. The Owners agree and understand that if they request the Contractors to perform work not listed in Exhibit "A" without written, approved change orders, the Owners are responsible for the payment for said additional work. THE City of Chgo Hts. DOES NOT BECOME RESPONSIBLE FOR AND WILL NOT PAY FOR SUCH UNAPPROVED ADDITIONAL WORK.

## 7. REQUIRED SIGNATURES

Any time the Rehabilitation Work Contract requires the signatures of the Owners and the City of Chgo. Hts., the Owners shall not unreasonably withhold such signatures. If the Owners unreasonably refuse to sign, the City of Chgo. Hts. may apply to the Circuit Court for an order requiring the Owners to sign the documents in question or for an Order authorizing the City of Chgo Hts. through its designated representative to sign said documents. The Owners shall pay the reasonable fees and costs of such action, including but not limited to attorney's fees.

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## 8. LIENS/NOTE & MORTGAGE; POST REHABILITATION OCCUPANCY.

A permanent lien will be placed against your property, in accordance with the Cook County Administrative guidelines for the 1991 PY for the total cost of qualifying your application and total rehabilitation cost. Your lien will be for 75%, 100%. Lien will be enforced when title ownership changes.  
Total Lien Amount: \$ 17,375.75

# 59.00 Jelle  
75.00 Roof  
400.00 Conts  
22,634.00 Conts  
23,165.00

## 9. OWNERS' COOPERATION

The Owners agree and understand that they are to cooperate at all times with the City of Chicago Heights and the Contractor and will do all acts necessary to facilitate the rehabilitation project. They further agree that, upon five (5) days written notice, this Agreement may be terminated in whole or in part or that the rehabilitation project maybe suspended or terminated in whole or in part if the Owners fail to cooperate with the City of Chicago Hts. and the Contractor, cause substantial delay in the rehabilitation project or make it practically impossible for the Contractor to perform.

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## 10. APPLICATION OF INSURANCE

In the event the Owners receive insurance proceeds for any damages or destruction to the property occurring during the course of the project, then the Owners shall apply said proceeds to the repair of such damage or destruction. If the Owners fail to do so, the City of Chicago Heights may repair such damage or destruction and file a permanent lien for the full cost of said repair, which lien may be foreclosed immediately. The Owners hereby agree to pay all reasonable fees and costs in relation to such foreclosure, including but not limited to attorney's fees.

## 11. FRAUD OR MISREPRESENTATION

The Owners agree that this Agreement may be terminated in whole or in part or the rehabilitation project may be suspended or terminated in whole or in part if the City of Chgo. Hts. determines that the Owners committed fraud or made material misrepresentations in the submission of the application, the signing of this Agreement, the supporting documentation to either of these or in signing the accompanying Rehabilitation Work Contract. Further, the Owners agree to repay any funds expended under this Agreement and the accompanying Rehabilitation Work Contract, which funds were expended because of the Owner's fraud or material misrepresentation. In the event it is necessary to take legal action to recover such funds, either through foreclosure of a (lien/mortgage) or direct suit to recover said funds, the Owners agree to pay all reasonable costs and fees of such suit, including but not limited to attorney's fees

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## 12. UNDERSTANDINGS

- A. The Owners understand that assistance may be given to rehabilitate a household only once.
- B. The Owners understand that the purpose of the rehabilitation project is to bring the property up to code and is not a remodeling project.
- C. The Owners understand that they must maintain the property after the conclusion of the rehabilitation project.

## 13. NOTICES

Notices required by this Agreement shall be sent as follows:

To the County of Cook :

To the Contractor: *De Bartolo Home Imp.*

To the Owners: *Veda Jarrant*

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City of Chicago Heights  
an Illinois municipal corporation

By: Phil Rucos  
Dir. Com. Dev. for  
President/Mayor  
Maya Roane

Owners:

Vuk Taran

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

Betty Halperin



(SEAL)

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