

RECORDATION REQUESTED BY:
First National Bank of LaGrange
620 W. Burlington Ave.
LaGrange, IL 60525-0190

WHEN RECORDED MAIL TO:
First National Bank of LaGrange
620 W. Burlington Ave.
LaGrange, IL 60525-0190

SEND TAX NOTICES TO:
Community Support Services, Inc.
9021 Ogden Ave.
Brookfield, IL 60513

(Space above this line for Recorder's use only)

**AFFORDABLE HOUSING PROGRAM
RECAPTURE AGREEMENT**

THIS AGREEMENT is entered into this 30th day of April, 1998 by and between First National Bank of LaGrange ("Bank") and Community Support Services ("Sponsor").

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RECITALS:

- A. Pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), the Federal Housing Finance Board ("Board") is required to cause each Federal Home Loan Bank ("FHLBank") to establish an affordable housing program ("AHP") to assist members of each FHLBank to finance affordable housing for very low, low, and moderate income households.
- B. The Bank is a member of the Federal Home Loan Bank of Chicago ("Chicago Bank") and submitted an application dated April 15, 1997 ("the Application") for an AHP subsidy in connection with the purchase, construction, or rehabilitation of the property commonly known as 4200 Rose, Lyons, IL 60134 to be located at:
Legal Description: THE NORTH 50 FEET OF LOT 1 IN BLOCK 7 IN RICKER'S OGDEN GARDEN'S, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN AVENUE AND NORTH OF THE CENTER LINE OF PLAINFIELD ROAD, IN COOK COUNTY, ILLINOIS

PIN: 18-02-118-023-0000
- C. Pursuant to regulations (including, without limitation, those contained in 12 CFR Part 960) promulgated by the Board pursuant to FIRREA ("AHP Regulations"), members of each FHLBank are required to provide for the recapture of any subsidized advances or other subsidized assistance in connection with unused or improperly used AHP subsidies.
- D. In connection with the AHP grant, Bank entered into that certain Affordable Housing Program Subsidy Agreement ("Subsidy Agreement") dated April 9, 1998, with Chicago Bank and Sponsor, pursuant to which Bank and Sponsor agreed to be bound by AHP Regulations and perform certain monitoring functions with respect to the Subsidy (defined below).

BOX 333-CT1

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- E. The parties desire to set forth those circumstances under which the Bank shall be entitled to a recapture of subsidy funds in connection with the grant to Sponsor.

AGREEMENTS

- 1 Subsidy Amount. The parties acknowledge and agree that Bank has on even date herewith, disbursed the sum of \$15,000.00 ("AHP Subsidy") to the Sponsor to be used in connection with the purchase, construction, or rehabilitation of 4200 Rose, Lyons, IL 60534. The term during which the Sponsor and project must comply with the AHP provisions of FIRREA to qualify and maintain the subsidy is 15 years from the date of project completion, at which time this Recapture Agreement shall terminate.
- 2 Affordability Requirements. Sponsor agrees, during the term of this agreement to manage and operate the Property as rental housing for very low, low, and or moderate income households. For purposes of this Agreement, very low income households shall mean households whose annual income is 50% or less of area median income as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") or as further provided in federal regulations. The Sponsor agrees to make no. (3) of units affordable for and occupied by very low income households.
- 3 Compliance Documentation. Sponsor shall provide to the Bank and Chicago Bank any information regarding the project and use of the AHP subsidy pursuant to the AHP Regulations as amended from time to time and as required by the Chicago Bank.
- 4 Compliance. Sponsor shall at all times comply with all laws, rules and regulations (including, without limitation, AHP Regulations) and with the provisions contained in the Application and those provisions contained in the Subsidy Agreement as they relate to the construction, ownership, management and operation of the Property.
- 5 Breach of Affordability or reporting requirements. In the event Sponsor, at any time during the term of the Subsidy, defaults in its obligation to manage and operate the Property and provide compliance information as required pursuant to paragraph 3 above, or otherwise fails to comply with its terms of this Agreement, and such default continues for a period of 60 days after notice to sponsor from Bank or such shorter period of time required to avoid a default by Bank under the Subsidy Agreement, it shall be an Event of Default of this Agreement and sponsor shall immediately pay Bank that portion of the subsidy which may be recaptured from Bank by Chicago Bank.
- 6 Certifications. Sponsor hereby certifies to Bank as follows:
 - (a) All the units in this Project will be opened to income - qualified households without regard to sex, race, creed, religion, sexual orientation, or type or degree of disability.
 - (b) The AHP Subsidy shall only be for uses authorized under Section 960.3 of the Affordable Housing Regulations.

NAME OF MEMBER

NAME OF SPONSOR

By: First National Bank of LaGrange

By: Community Support Services

Its: *Ben McJoyce, V.P.*

Its: *John [Signature] Director Finance & Operations*

By: First National Bank of LaGrange as Trustee u/t/a dated July 31, 1997
a/k/a Trust Number 3618.

Its: *Christopher P. Joyce*
Christopher P. Joyce, Executive Vice President

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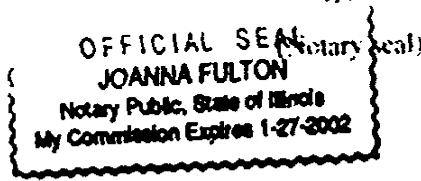
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State of Illinois)
County of)SS

On this day before me, the undersigned Notary Public, personally appeared **Signing Officer**, personally known to me to be the **Position of First National Bank of LaGrange**, an Illinois Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he or she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the **Board of Directors** of said corporation, as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____.

BY: _____
Notary Public, State of Illinois



My commission expires _____

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