

ORIGINAL

**RESOLUTION NO. R-2017-22**

**A RESOLUTION APPROVING  
A LIEN SUBORDINATION AGREEMENT FOR  
THE ILLINOIS DISASTER RECOVERY HRR PROGRAM  
PROMISSORY NOTE AND LIEN FILED AGAINST  
THE 2007 SOUTH 12TH AVENUE PROPERTY  
TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD,  
PNC MORTGAGE (THE LENDER) AND  
JENNIFER JACKSON (PROPERTY OWNER)**

**WHEREAS**, the Village participated in the Illinois Disaster Recovery HRR Program (“IDRP”) to assist with housing rehabilitation activities in owner-occupied low-income housing units due to flooding incidents within the Village; and

**WHEREAS**, Jennifer Jackson, the owner of the real property located at 2007 South 12th Avenue, Maywood, Illinois (the “Property”), applied for and received a forgivable IDR loan in the amount of EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE AND 05/100 DOLLARS (\$83,799.05) (the “IDRP Loan Amount”), as reflected in Promissory Note and Notice of Lien dated July 28, 2013, and filed against title to the Property on May 20, 2014 with the Cook County Recorder of Deeds as Document Number 1414049027 (the “Village’s IDR Promissory Note and Lien”). The Village’s IDR Promissory Note and Lien secures the IDR Loan Amount as an enforceable lien filed against title to the Property; and

**WHEREAS**, at the request of Jennifer Jackson and her Lender, PNC Mortgage of 1215 East 31st Street, La Grange, Illinois (the “Lender”), the President and Board of Trustees of the Village of Maywood, Illinois (the “Village”) desire to approve a Lien Subordination Agreement to subordinate the priority of the Village’s IDR Promissory Note and Lien on the Property so that the Lender can re-finance the existing mortgage and issue a new mortgage to Jennifer Jackson and file the new mortgage against title to the Property in a priority position over the subordinated Village’s IDR Promissory Note and Lien. The proposed amount of the mortgage is TO BE DETERMINED. Jackson currently has a mortgage on the Property in the amount of FIFTY-ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$51,100.00). A copy of the Lien Subordination Agreement (the “Agreement”) is attached hereto as **Exhibit “A”** and made a part hereof; and

**WHEREAS**, under the Agreement, which will be filed against title to the Property, the new mortgage issued by PNC Mortgage will also be filed against title to the Property as a secured lien on the Property that has priority over the Village’s IDR Promissory Note and Lien. The Village’s IDR Promissory Note and Lien will be subordinate to the new mortgage lien interest held by PNC Mortgage in the Property; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Lien Subordination Agreement (the “Agreement”) pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village Maywood approve of the "Lien Subordination Agreement for the Illinois Disaster Recovery HRR Program Promissory Note and Lien Filed Against the 2007 South 12th Avenue Property to Be Entered into by the Village of Maywood, PNC Mortgage (the Lender) and Jennifer Jackson (Property Owner)", a copy of which is attached as **Exhibit "A"** and made a part hereof (the "Agreement"). Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

**ADOPTED** this 5<sup>th</sup> day of April, 2017, pursuant to a roll call vote as follows:

**AYES:** Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

**NAYS:** None

**ABSENT:** None

**APPROVED** this 7<sup>th</sup> day of April, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

**ATTEST:**

  
\_\_\_\_\_  
Village Clerk



  
\_\_\_\_\_  
Village President

**Exhibit "A"**

**LIEN SUBORDINATION AGREEMENT FOR  
THE ILLINOIS DISASTER RECOVERY HRR PROGRAM  
PROMISSORY NOTE AND LIEN FILED AGAINST  
THE 2007 SOUTH 12TH AVENUE PROPERTY  
TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD,  
PNC MORTGAGE (THE LENDER)  
AND JENNIFER JACKSON (PROPERTY OWNER)**

(attached)

**LIEN SUBORDINATION AGREEMENT**

THIS LIEN SUBORDINATION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between PNC MORTGAGE, the VILLAGE OF MAYWOOD, a home rule Illinois Municipal Corporation, and JENNIFER JACKSON, fee simple owner of the real property located at 2007 South 12th Avenue, Maywood, Illinois 60153.

**WITNESSETH:**

WHEREAS, the Village of Maywood participated in the Illinois Disaster Recovery HRR Program ("IDRP") to assist with housing rehabilitation activities in owner-occupied low-income housing units due to flooding incidents within the Village; and

WHEREAS, Jennifer Jackson, the owner of the real property located at 2007 South 12th Avenue, Maywood, Illinois (the "Property"), applied for and received a forgivable IDRP loan in the amount of EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE AND 05/100 DOLLARS (\$83,799.05) (the "IDRP Loan Amount"), as reflected in the Promissory Note and Notice of Lien dated July 28, 2013, and filed against title to the Property on May 20, 2014 with the Cook County Recorder of Deeds as Document Number 1414049027 (the "Village's IDRP Promissory Note and Lien"). The Village's IDRP Promissory Note and Lien secures the IDRP Loan Amount as an enforceable lien filed against title to the Property; and

WHEREAS, the Property, which is subject to the Village's IDRP Promissory Note and Lien, is legally described as follows:

LOT 216 IN CUMMING'S AND FOREMAN'S REAL ESTATE CORPORATION HARRISON STREET AND 9TH AVENUE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1924 AS DOCUMENT NO. 8278599, IN COOK COUNTY, ILLINOIS;

Property Address: 2007 South 12th Avenue, Maywood, Illinois 60153;

P.I.N.: 15-15-421-003-0000;

and

WHEREAS, in order to assist Ms. Jackson refinance the Property at a lower interest rate, PNC Mortgage of 1215 East 31<sup>st</sup> Street, La Grange, Illinois ("the Bank") intends to obtain and issue a new mortgage for the Property to Jennifer Jackson in an amount TO BE DETERMINED (the "New Mortgage"), which will be insured by the Federal Housing Administration ("FHA") of the United States Department of Housing and Urban Development ("HUD") in an amount TO BE DETERMINED or 1.5 times the New Mortgage ("FHA's/HUD's Insured Mortgage Amount"), provided that the Village agrees to subordinate the priority of its Promissory Note and Lien to the Bank's New Mortgage; and

**WHEREAS**, Jackson currently has a mortgage on the Property in the amount of FIFTY-ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$51,100.00), which she desires to refinance at a lower interest rate. Jackson agrees to pay the Village an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) to reimburse the Village for the expense of preparing this Lien Subordination Agreement and its approving Resolution; and

**WHEREAS**, the Village is willing to subordinate the priority of its IDRP Promissory Note and Lien filed against title to the Property in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and good and valuable consideration recited herein, the sufficiency of which is acknowledged, JENNIFER JACKSON, PNC MORTGAGE and the VILLAGE OF MAYWOOD agree as follows:

1. **INCORPORATION OF RECITALS**. Each of the introductory statements contained in the preamble hereto is incorporated into this Agreement as material terms and provisions agreed to by the parties.
2. **SUBORDINATION OF IDRP PROMISSORY NOTE AND LIEN**. The Village acknowledges and agrees that the IDRP Promissory Note and Lien shall be subordinate to PNC Mortgage's New Mortgage, as well as the FHA's/HUD's Insured Mortgage Amount, and that nothing contained in this Agreement shall affect, modify or alter the priority or right of the Bank to receive payments pursuant to its New Mortgage, or the FHA's/HUD's Insured Mortgage Amount, in a priority position over the subordinated Village's rights under the IDRP Promissory Note and Lien. Further provided, this subordination by the Village is limited in its scope and purpose and applies only to subordination in regard to the Bank's New Mortgage, and the FHA's/HUD's Insured Mortgage Amount, and does not in any manner affect, modify or alter the priority or rights of the Village as to other existing or later filed mortgages, liens or other encumbrances filed against title to the Property. The existing mortgage(s) that are filed against title to the Property shall be paid off in full and removed from title as part of the issuance of the New Mortgage, and the FHA's/HUD's Insured Mortgage Amount.
3. **REIMBURSEMENT OF VILLAGE COSTS**. Jackson agrees to pay the Village an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00) to reimburse the Village for the expense of preparing this Lien Subordination Agreement and its approving Resolution.
4. **NOTICES**. Notices and demands hereunder shall be in writing and shall be deemed served when either are personally delivered or sent by prepaid or certified mail, addressed as follows:

If to the Village:           Village Manager  
  Village of Maywood  
  40 East Madison Street  
  Maywood, Illinois 60153

If to the Lender:           PNC Mortgage  
  1215 East 31st Street  
  La Grange, Illinois 60526

or to such other address as the addressees may designate by written notice actually delivered to the other party.

4. MISCELLANEOUS. The paragraph headings herein are for convenience only and shall not be used to constitute or interpret this Agreement. This Agreement contains the entire understanding among the parties hereto, supersedes all previous negotiations, commitments and writings, and can be altered or otherwise amended only by written instrument signed by the party or parties sought to be bound thereby. This Agreement is entered into, is to be performed, and shall be governed by and construed in accordance with the laws of the State of Illinois. For purposes of any lawsuit(s) between the parties, venue shall be in Cook County, Illinois. This Agreement shall extend to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written, which shall be the last signatory date below.

**Village of Maywood, Illinois,**  
a home rule Illinois municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Edwenna Perkins, Village President

By: \_\_\_\_\_  
Viola Mims, Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PNC Mortgage**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Jennifer Jackson**

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

Date: \_\_\_\_\_

Please return to:  
Village Attorney  
Michael T. Jurusik  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
312/984-6400  
CCRD Box 324







