

ORIGINAL

RESOLUTION NO. R-2015-21

**A RESOLUTION APPROVING AN
UPDATED LIEN SUBORDINATION AGREEMENT FOR
THE ILLINOIS DISASTER RECOVERY HRR PROGRAM
PROMISSORY NOTE AND LIEN FILED AGAINST
THE 136 SOUTH 11TH AVENUE PROPERTY
TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD,
PROFICIO MORTGAGE VENTURES, LLC
AND CHRYSANTHONY SHARP (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, Chrysanthony Sharp, the owner of the real property located at 136 South 11th Avenue, Maywood, Illinois (the "Property"), applied for and received a forgivable IDRP loan in the amount of \$131,283.68 (the "IDRP Loan Amount"), as reflected in Promissory Note and Notice of Lien dated October 22, 2013, and filed against title to the Property on July 25, 2014 with the Cook County Recorder of Deeds as Document Number 1420655006 (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, at the request of Chrysanthony Sharp and her lender, Proficio Mortgage Ventures, LLC, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to approve an Updated Lien Subordination Agreement to subordinate the priority of the Village's IDRP Promissory Note and Lien on the Property so that Proficio Mortgage Ventures, LLC can re-finance the existing mortgage and issue a new mortgage to Chrysanthony Sharp and file the new mortgage against title to the Property in a priority position over the subordinated Village's IDRP Promissory Note and Lien. The proposed amount of the mortgage is \$129,000.00. A copy of the Updated Lien Subordination Agreement (the "Updated 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 Proficio Mortgage Ventures, LLC will also be filed against title to the Property as a secured lien on the Property that has priority over the Village's IDRP Promissory Note and Lien. The Village's IDRP Promissory Note and Lien will be subordinate to the new mortgage lien interest held by Proficio Mortgage Ventures, LLC in the Property; and

WHEREAS, the Board of Trustees approved a prior version of this Lien Subordination Agreement on June 18, 2015, through Resolution No. R-2015-17. Subsequent to this approval, Proficio Mortgage Ventures, LLC, requested that additional language be added to the Lien Subordination Agreement. The additional language does not affect the Village's interest in a material way; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Updated 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 "Updated Lien Subordination Agreement for the Illinois Disaster Recovery HHR Program Promissory Note and Lien Filed Against the 136 South 11th Avenue Property to Be Entered into by the Village of Maywood, Proficio Mortgage Ventures, LLC and Chrysanthony Sharp (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 7th day of July, 2015, pursuant to a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 8th day of July, 2015, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.



VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Exhibit "A"

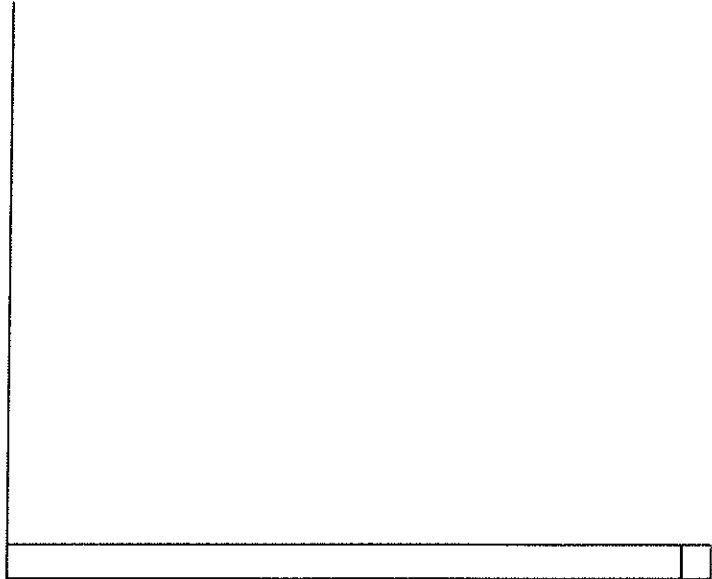
UPDATED LIEN SUBORDINATION AGREEMENT

**FOR THE ILLINOIS DISASTER RECOVERY HHR PROGRAM
PROMISSORY NOTE AND LIEN FILED AGAINST
THE 136 SOUTH 11TH AVENUE PROPERTY
TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD,
PROFICIO MORTGAGE VENTURES, LLC
AND CHRYSANTHONY SHARP (PROPERTY OWNER)**

(attached)

LIEN SUBORDINATION AGREEMENT

THIS LIEN SUBORDINATION AGREEMENT is made this ___ day of _____, 2015 by and between PROFICIO MORTGAGE VENTURES, LLC, the VILLAGE OF MAYWOOD, a home rule Illinois Municipal Corporation, and CHRYSANTHONY SHARP, fee simple owner of the real property located at 136 South 11th 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, Chrysanthony Sharp, the owner of the real property located at 136 South 11th Avenue, Maywood, Illinois (the “Property”), applied for and received a forgivable IDRP loan in the amount of ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-THREE AND 68/100 DOLLARS (\$131,283.68) (the “IDRP Loan Amount”), as reflected in the Promissory Note and Notice of Lien dated October 22, 2013, and filed against title to the Property on July 25, 2014 with the Cook County Recorder of Deeds as Document Number 1420655006 (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 717 IN MADISON STREET ADDITION, A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

Property Address: 136 South 11th Avenue, Maywood, Illinois 60153;

P.I.N.: 15-10-233-042-0000;

and

WHEREAS, Owner has executed, or is about to execute, a Home Equity Conversion Mortgage and Note in the amount not to exceed \$193,500 dated _____, 2015 in favor of Proficio Mortgage Ventures, LLC, its successors and/or assigns, hereinafter referred to as “Lender”, payable with interest and upon

the terms and conditions described therein, which Home Equity Conversion Mortgage is to be recorded concurrently herewith; and

WHEREAS, Owner has executed, or is about to execute, a Home Equity Conversion Second Mortgage and Second Note in the amount not to exceed \$193,500 dated _____, 2015 in favor of Secretary of Housing and Urban Development, hereinafter referred to as "Secretary", payable with interest and upon the terms and conditions described therein, which Home Equity Conversion Second Mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that both the Home Equity Conversion Mortgage in favor of Lender and the Home Equity Conversion Second Mortgage in favor of Secretary shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the IDRP Lien first above mentioned; and

WHEREAS, Lender and Secretary are willing to make said loan provided the Home Equity Conversion Mortgage and the Home Equity Conversion Second Mortgage securing the same are a lien or charge upon the above described property prior and superior to the lien or charge of the IDRP Lien in favor of IDRP, and provided that IDRP will specifically and unconditionally subordinate the lien or charge of the IDRP Lien in favor of IDRP to the lien or charge of the Home Equity Conversion Mortgage in favor of Lender and the Home Equity Conversion Second Mortgage in favor of Secretary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender and Secretary make such loan to Owner; and IDRP is willing that the Home Equity Conversion Mortgage and the Home Equity Conversion Second Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the IDRP Lien in favor of IDRP.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender and Secretary to make the loan above referred to it is hereby declared, understood and agreed as follows:

(1) That said Home Equity Conversion Mortgage securing said Note in favor of Lender and said Home Equity Conversion Second Mortgage securing said Second Note in favor of Secretary, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the IRRP Lien in favor of IDRP.

(2) That Lender and Secretary would not make its loan above described without this Subordination Agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the IDRP Lien in favor of IDRP to the lien or charge of the Home Equity Conversion Mortgage in favor of Lender and the Home Equity Conversion Second Mortgage in favor of Secretary, above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, if any, contained in the IDRP Lien in favor of IDRP, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

WHEREAS, Lender intends to issue a new mortgage for the Property to Chrysanthony Sharp in the principle loan amount of ONE HUNDRED TWENTY-NINE THOUSAND AND 00/100 DOLLARS (\$129,000.00) (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 equal to ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$193,500.00) 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, the Village is willing to subordinate the priority of its IDR 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, CHRYSANTHONY SHARP, PROFICIO MORTGAGE VENTURES, LLC 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 IDR PROMISSORY NOTE AND LIEN.** The Village acknowledges and agrees that the IDR Promissory Note and Lien shall be subordinate to Proficio Mortgage Ventures, LLC’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 IDR 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. **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: Proficio Mortgage Ventures, LLC
 3401 W. Broadway Business Park Ct., St. 213
 Columbia, MO 65203

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.

Signature Page to Follow

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: _____

Proficio Mortgage Ventures, LLC

By: _____
Name: _____
Title: _____

Date: _____

Chrysanthy Sharp

Signature

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

Box 324

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

**ACKNOWLEDGMENT
FOR CHRYSANTHONY SHARP**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Chrysanthony Sharp, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

**ACKNOWLEDGMENT
FOR PROFICIO MORTGAGE VENTURES, LLC**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, an employee of PROFICIO MORTGAGE VENTURES, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument under his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2015-21

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which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 7th day of July 2015, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of July, 2015.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

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

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 8th day of July, 2015.





Village Clerk