Cook County Recorder

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Thurs Community Action Association 101 N.16th Street Permanent Tax Index Identification No.: 25-28-218-009 Property Address: , Illinois CHICAGO

0020057393

RECAPTURE ASPEEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 27th day of November 2000, is given by EARNEST RAINER Jessicean Rainer () le "Owner") whose address is 12127 South
PRINCETON , CHICAGO , Illinois, \_\_\_\_, Illinois, to the ILLINOIS COMMUNITY ACTION ASSOCIATION ("Grantor") whose address is 101 North Sixteenth Street, Springfield, Illinois.

## WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 12127 5. Painceton CHICAGO . Illinois (the "Residence"), legally described in Exhibit A attached to and made a part of this Agreement; and

WHEREAS, Grantor has agreed to make a grant to the Owner in the amount of the Thousand Eight Fight Two 90/100 - (:4454.00) (the "Grant"), the proceeds of which are to be used with such other monies, if any, for the rehabilitation of the Residence; and

WHEREAS, as an inducement to Grantor to make the Crant, the Owner has agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

- Incorporation. The foregoing recitals are made a part of this Agreement.
- As a condition of the Grantor's making 2. Restrictions. of the grant, the Owner agrees that if the Residence is sold or otherwise transferred within five (5) years of the date that the Owner receives the Grant (the "Restriction Period"), other than by will, inheritance, or by operation of law upon the death of a

joint tenant owner, the Owner shall pay to Grantor the amount of the Grant less twenty percent (20%) of the amount of the Grant for each full year the Owner has lived in the Residence from the initial date of the Restriction Period. A year in which the Owner has lived in the Residence for more than six (6) months shall count as a full year.

- 3. <u>Amendment</u>. This Agreement shall not be altered or amended without the prior written approval of Grantor.
- 4. <u>Counterparts</u>. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, he the Agreement, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

STATE OF ILLINOIS

) ss

COUNTY OF

ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that EACHOST PAINER and TEXTLEAN FRIMER, who [is] [are] personally known to me to be the same person[s] whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that [he] [she] [they] signed and delivered the said instrument as [his] [her] [their] free and voluntary acc and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 27th of Novembr, 2001.

OFFICIAL SEAL KRISTY WHITE

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPINES:01/19/03

Notary Mublic

AREA ANA BLOCK PARCEL CODE WARRANT ITEM SUP SUFFIX 252821800972034651500 WEST PULLMAN SUB 37 14 AREA SUB-AREA BLOCK OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION VOLUME Opposite of the second of the PARCEL TAX COD ĕ Slo. 35)26 36) 뎔 BLOCK 9 9 9 9 9 9 9 9 9 9 9 9 9 9 46 47 48 49 50 51 52 53 54 55 56 57 50 58 60 61 62 63 64 65 66 67 68 68 70 71 72 73 74 75 76 77 78 78 78 0 0 0 0 0 0 44444444444 5555555555 00000000 11111111111111111111111111111111 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 444444444444