



00339485

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING RETURN  
TO: \_\_\_\_\_

Permanent Tax Index  
Identification No.:

Property Address:

\_\_\_\_\_, Illinois

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 4<sup>th</sup> day of January, 2000, is given by Paul Tisdell (the "Owner") whose address is 5332 S. Aberdeen, CHICAGO, 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 5332 S. Aberdeen 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 Four Thousand Four Hundred Forty Six<sup>73</sup> 100-54116.73 (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 Grant, the Owner has agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Agreement.

2. Restrictions. As a condition of the Grantor's making 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

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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. Amendment. This Agreement shall not be altered or amended without the prior written approval of Grantor.

4. Counterparts. 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, be the Agreement, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

Paul Tisdler

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

### ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that \_\_\_\_\_ and \_\_\_\_\_, 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 act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of Jan, 2000.



Notary Public

00:339485

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Property of Cook County Clerk's Office

OFFICIAL SEAL  
Gwendolyn M. ...  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-03-00

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## EXHIBIT A TO REHABILITATION PROGRAM AGREEMENT

## LEGAL DESCRIPTION

Lot 37, and the South 5 feet of Lot 38 in Block 2 in the Subdivision of Block 13 and 14 of Constance, a Subdivision OBY Wallace C. Clement of the East 1/2 of the Southwest 1/4 of Section 36, Town Ship 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## RECAPTURE AGREEMENT

DATED \_\_\_\_\_

FROM \_\_\_\_\_

TO THE ILLINOIS COMMUNITY ACTION  
ASSOCIATION

00339485

Permanent Index Number:

20-36-328-011-0000

Property Address:

8629 South Cregier

Chicago, Illinois 60617

This instrument was prepared by  
and after recording should be  
returned to:

Ceda

208 South Lasalle Suite # 1900

Chicago, Illinois 60604

Attn: Weatherization - HTF

Property of Cook County Clerk's Office

