



Doc#: 0325311016
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/10/2003 08:11 AM Pg: 1 of 3

This document prepared
and after recording, mail to:
Illinois Housing Development Authority
401 North Michigan Ave., Suite 900
Chicago, IL 60611

Property Identification No.:

25-11-122-072

Property Address: 4850

S. Dobson

CHICAGO, Illinois

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 25th day of JUNE, 2002 made by Ernestine Blake (the "Owner") whose address is 4850 S. Dobson, CHICAGO, Illinois, in favor of ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("Grantor") whose address is 401 N. Michigan Avenue, Suite 900, Chicago, Illinois;

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 4850 S. Dobson CHICAGO Illinois (the "Residence"), legally described in Exhibit 1 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 (not to exceed \$5,000) ~~FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS~~ (\$4,540.00) (the "Grant"), the proceeds of which are to be used for the weatherization and rehabilitation of the Residence; and

WHEREAS, as an inducement to Grantor to make the Grant, the Owner has agreed to provide this Agreement.

NOW, THEREFORE, the parties 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 (i) the Residence is sold or otherwise transferred within five (5) years of the date of this Agreement, other than by will, inheritance or by operation of law upon the death of a joint tenant Owner, or (ii) the Owner ceases to occupy the Residence as [his][her][their] principal residence within this five (5) year period, the Owner shall pay to Grantor the amount of the Rehabilitation Grant reduced by twenty percent (20%) for each full year that the Owner has occupied the Residence ("Repayment Portion").
3. **Violation of Agreement by Owner.** Upon violation of any of the provisions of this Agreement by the Owner, Grantor shall give notice of such violation to the Owner as provided in this Agreement. Upon such default Grantor may:
 - a) Declare any Repayment Portion immediately due and payable; and/or
 - b) Exercise such other rights or remedies as may be available to Grantor under this Agreement, at law or in equity.

No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise such rights or the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights. Grantor's remedies are cumulative and the exercise of

UNOFFICIAL COPY

one shall not be deemed an election of remedies, nor foreclose the exercise of Grantor's other remedies.

4. **Covenants to Run With the Land; Termination.** The agreements set forth in this Agreement shall encumber the Residence and be binding on any future owner of the Residence and the holder of any legal, equitable or beneficial interest in it for the term of this Agreement. This Agreement shall automatically terminate as of the fifth (5th) annual anniversary of its date.

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

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

Ernestine Blake

STATE OF ILLINOIS)

COUNTY OF Cook)

)
) SS
)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Ernestine Blake [and _____], who [is][are] personally known to me to be the same person[s] whose names [is][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 25 day of June, 2002

Inge H. Burks
Notary Public

LEGAL DESCRIPTION:



JOB NUMBER: 02-15-19

ACTUAL AMOUNT: 4428.61

UNOFFICIAL COPY

25	11	22	072	7002	23	70358				
AREA	SUB AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	ALT SUFF	FIRST SUFF	SECOND SUFF	THIRD SUFF

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME **[REDACTED]**
 286

AREA SUB AREA BLOCK PARCEL TAX CODE
 25-11-132 72 7002
 10 11 37 14
 COTTAGE GROVE HEIGHTS SUB
 N 20FT
 S 20FT

22)11
 23)

CONSOLIDATION

AREA	SUB AREA	BLOCK	PARCEL	CODE	WAR-RANT	CON-TACT	FIR-SUFF	SECO-ND SUFF	THIR-D SUFF	THIR-D SUFF	THIR-D SUFF	THIR-D SUFF
00	00	00	00	00	00	00	00	00	00	00	00	00
46	47	48	49	50	51	52	53	54	55	56	57	58
11	11	11	11	11	11	11	11	11	11	11	11	11
22	22	22	22	22	22	22	22	22	22	22	22	22
33	33	33	33	33	33	33	33	33	33	33	33	33
44	44	44	44	44	44	44	44	44	44	44	44	44
55	55	55	55	55	55	55	55	55	55	55	55	55
66	66	66	66	66	66	66	66	66	66	66	66	66
77	77	77	77	77	77	77	77	77	77	77	77	77
88	88	88	88	88	88	88	88	88	88	88	88	88
99	99	99	99	99	99	99	99	99	99	99	99	99

Property of Cook County Clerk's Office