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Doc#: 0325311024
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.:

25-15-118-031

Property Address: 10627

S. State

CHICAGO, Illinois

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 9th
day of MAY, 2002, made by Gwendolyn Martin (the "Owner") whose
address is 10627 S. State 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 10627 S. State 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) ~~FORTY FIVE THOUSAND AND NO/100 (\$45,000)~~ (\$4454) (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

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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:

Gwendolyn Martin
GWENDOLYN MARTIN

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Gwendolyn Martin [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 9th day of MAY, 2002



Inge' Burks

 Notary Public

LEGAL DESCRIPTION:

JOB NUMBER: 02-1527

ACTUAL AMOUNT: 4,218.00

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23	15	118	31	7002	2300533					
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	ALY. CUP	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX

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

VOLUME [REDACTED]

288

AREA	SUB-AREA	BLOCK	PARCEL	TAX CODE					
25	15	118	31	7002					
ASSRS SUB 2504					15	37	14	SL	L SL L
PETER DE JONG'S SUB									9
DECKERS SUB 20107TH ST									2
ADD PULLMAN BND SUB PART									1
					3				

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
00	00	00	00	00	00	00	00	00	00	00
46	47	48	49	50	51	52	53	54	55	56
11	11	11	11	11	11	11	11	11	11	11
22	22	22	22	22	22	22	22	22	22	22
33	33	33	33	33	33	33	33	33	33	33
44	44	44	44	44	44	44	44	44	44	44
55	55	55	55	55	55	55	55	55	55	55
66	66	66	66	66	66	66	66	66	66	66
77	77	77	77	77	77	77	77	77	77	77
88	88	88	88	88	88	88	88	88	88	88
99	99	99	99	99	99	99	99	99	99	99
46	47	48	49	50	51	52	53	54	55	56

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