

# UNOFFICIAL COPY

This document prepared  
and after recording, mail  
to: Illinois Housing Development Authority  
401 North Michigan Avenue  
Chicago, IL 60611  
Attention: Susan Miller  
Property Identification No.:  
28-34-109-015  
Property Address:  
4609 W. 176<sup>th</sup> Place  
Country Club Hills, IL



Doc#: 0332414062  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 11/20/2003 09:53 AM Pg: 1 of 4

3/3  
1297834

## RECAPTURE AGREEMENT

**THIS RECAPTURE AGREEMENT** (this "Agreement") dated as of the 14<sup>th</sup> day of October, 2003, made by **Roberto Roa** (the "Owner") whose address is 4609 W. 176<sup>th</sup> Place, Country Club Hills, Illinois, in favor of the Illinois Housing Development Authority ("Grantor") whose address is 401 North 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 4609 W. 176<sup>th</sup> Place, Country Club Hills, 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 Two Thousand and No/100 Dollars (\$2,000.00) (the "Grant"), the proceeds of which are to be used for closing cost assistance; 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:

ATGF, INC.

4/28

# UNOFFICIAL COPY

- 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 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 (5<sup>th</sup>) 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

  
\_\_\_\_\_  
Roberto Roa

# UNOFFICIAL COPY

STATE OF ILLINOIS                    )  
   ) SS  
 COUNTY OF COOK                    )

## ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Roberto Rca, who is 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 acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2003.

  
 Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOT 200 IN J. E. MERRION'S COUNTRY CLUB HILLS UNIT 8, A SUBDIVISION OF PART OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  AND PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID NORTHWEST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office