## **UNOFFICIAL COPY**

This document was prepared by and after recording, mail to: Historic Chicago Bangalow Association One Worth LaSalle Rm 1200 Chicayo, IL 60602 Property Identification No.: <u> 20-35-212-023</u> Property Address: 8006 \_ , Illinois



Doc#: 0419045148 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 07/08/2004 02:22 PM Pg: 1 of 3

## Exhibit B

## RECAPTURE AGREEMENT

IIIS RECACURE AGREEMENT (4L: 11A
address is 8006 Such Doute Avenue , Chicago , Illinois, in favor of the Bongalaw account ("Grantor") whose address is 1 to 1 t
address is 'Rook C'all D' - read (the "Owner") whose
thistoric Chicago Bugalow is caration ("Grantor") whose address is [North Lusalle Konto]
("Grantor") whose address is / // / / / / / / / / / / / / / / /
THURS;
WITNESSETH:
T
WHEREAS, the Owner is the holder of legal title to improvements and certain real
property commonly known as South Finte Avenue, Chicago, Illinois (the "Residence"), legally described in Exhibit A attached to and made a part of this A.
"Residence"), legally described in Exhibit A attached to and made a part of this Agreement; and
residence ), legally described in Exhibit A attached to and made a part of this A
and a part of this Agreement; and
WHEREAS, Grantor has agreed to make a grant to the
WHEREAS, Grantor has agreed to make a grant to the Owner in the amount of  Three thousand and no (\$3,000.00) (the "Grant"), the proceeds of  which are to be used for the rehabilitation of the Proceeds of
which are to be to the property of
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.
- 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").

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- 3. 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.
- 4. <u>Amendment</u>. 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

	is executed this Agreement.
OWN	
m m	ary Thomas
STATE OF ILLINOIS  OWN  M  M	ary Thomas
STATE OF ILLINOIS	
) 20	
COUNTY OF COOK ) 555	
ACKNO WLEI	OGMENT
I, the undersigned, a notary public in and for MARY THOMAS [andknown to me to be the same person[s] whose person[s]	the State and County aforesaid, certify that
known to me to be the same person[s] whose person	j, who [is][are] personally
instrument, appeared before me this day in person ar and delivered the said instrument as this there is	id actional and that the it is a real
	free and solutions and a life signed
and purposes therein set forth.	nee and voidiliary act and deed for the uses
	·//
Given under my hand and official seal this 7	day of <u>MA4</u> , 200 <u>4</u> .
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	U <sub>r</sub>
•••••	
OFFICIAL SEAL	Monita C. Blunt
MONITA C. BLUNT NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public
MY COMMISSION EXPIRES 5-22-2008	<b>,</b>

