


This document prepared and after recording, mail to:  
Illinois Community Action Association  
3435 Liberty Drive  
Springfield, Illinois 62674  
Property Identification No.:  
16-09-219-048-0000  
Property Address: 550  
N. LAVERGNE  
CHICAGO, Illinois

  
Doc#: 0425704007  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/13/2004 09:35 AM Pg: 1 of 3

**RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 17<sup>th</sup> day of December, 2003 made by CLARA WHITE (the "Owner") whose address is 550 N. LAVERGNE, CHICAGO, Illinois, in favor of ILLINOIS COMMUNITY ACTION ASSOCIATION ("Grantor") whose address is 3435 Liberty Drive, Springfield, Illinois.

**WITNESSETH:**

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 550 N. LAVERGNE, 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) FOR THE SAID PURCHASE BY A FEE OF \$9100 (\$4155.00) (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

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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 (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:

Clara M. White

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

**ACKNOWLEDGMENT**

I, the undersigned, a notary public in and for the State and County aforesaid, certify that CLARA White [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 17<sup>th</sup> day of December, 2003



Inge' H. Burks  
Notary Public

**LEGAL DESCRIPTION:**

JOB NUMBER: 04-1516

ACTUAL AMOUNT: 4455.00

15092190487701566088010881

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1962 DIVISION

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

VOLUME



549

AREA SUB-AREA BLOCK PARCEL TAX CODE  
 16- 09- 219- 48 7701

L B SIMMS SUB

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
9	39	13				1
					5)	
					6)	

S 6 3/12FT

AREA	SUB AREA	BLOCK	PARCEL	CODE	WARRANT	BLOCK	1ST SUFFIX	2ND SUFFIX	3RD SUFFIX
00	00	00	00	00	00	00	00	00	00
46	47	48	49	50	51	52	53	54	55
56	57	58	59	60	61	62	63	64	65
66	67	68	69	70	71	72	73	74	75
76	77	78	79	80	81	82	83	84	85
86	87	88	89	90	91	92	93	94	95
96	97	98	99	00	01	02	03	04	05



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