

# UNOFFICIAL COPY



Doc#: 0435811051  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 12/23/2004 09:02 AM Pg: 1 of 3

This document was prepared  
by and after recording, mail  
to: Historic Chicago  
Bungalow Association  
One N. LaSalle Rm 1201  
Chicago, IL 60602  
Property Identification No.:  
20-32-419-026-0000  
Property Address: 8512  
S. Morgan St.  
Chicago, IL 60620-3246

## Exhibit B

### RECAPTURE AGREEMENT

This RECAPTURE AGREEMENT (this "Agreement") dated as of the 14 day  
of December, 2004, made by Edna Greene (the  
"Owner) whose address is 8512 S. Morgan St.,  
Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Grantor")  
whose address is One North LaSalle Street, Room 1201, Chicago, Illinois;

### WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain  
real property know commonly known as 8512 S. Morgan St.,  
Chicago, Illinois (the "Residence"), legally described in Exhibit A attached to and made  
a part of this Agreement; 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").

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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 (5<sup>th</sup>) annual anniversary of its date.
- 4. **Amendment.** This Agreement shall not be altered or amended without prior written approval of the Grantor.

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

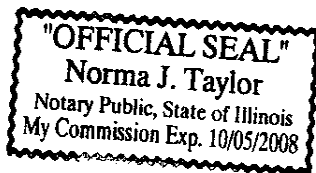
*[Handwritten Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Edna Greene [and \_\_\_\_\_], who [is][~~are~~] personally known to me to be the same person[s], whose name[s] [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 14<sup>th</sup> day of December, 2004.



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

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

VOLUME  
 441

AREA	SUB-AREA	BLOCK	PARCEL	TAX CODE
20	32	419	26	7201
HILL & PIKES				38 38 14
SO ENGLEWOOD ADD				
				6 1

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
0	0	0	0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9

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