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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
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This document was prepared
by and after recording, return
to: Tracy Shine
Illinois Housing Development
Authority
401 N. Michigan Avenue, Ste. 900
Chicago, Illinois 60611
Property Identification No.:
25-28-221-023-0000
Property Address:
12122 South Perry
Chicago, Illinois
HTF 2016

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③

RECAPTURE AGREEMENT

This **RECAPTURE AGREEMENT** (this "Agreement") dated as of the 27th day of January, 2005, made by Lashonda Johnson, a single person (the "Owner") whose address is 12111 S. Perry, Chicago, Illinois, in favor of ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("Grantor") whose address is 401 North Michigan Avenue, Chicago, Illinois;

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 12122 S. Perry, Chicago, 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 Five Thousand and No/100 Dollars (\$5,000.00) (the "Grant"), the proceeds of which are to be used for the down payment and closing costs; 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 her principal residence within this five (5) year period, the Owner shall pay to Grantor the amount of the Rehabilitation Grant ("Repayment").
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:

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LAW TITLE

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- 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 (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:



Lashonda Johnson

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Exhibit A – Recapture Agreement

Legal Description of Real Estate

LOT 133 IN BRITIGAN'S STEWART RIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT STREET HERETOFORE DEDICATED) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1923, AS DOCUMENT 9049857, IN COOK COUNTY, ILLINOIS.

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