

# UNOFFICIAL COPY



Doc#: 0511941079  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 04/29/2005 10:49 AM Pg: 1 of 3

This document prepared  
and after recording, mail to:  
Illinois Community Action Association  
3435 Liberty Drive  
Springfield, Illinois 62674  
Property Identification No.:  
26-19-113-019-0000  
Property Address: 10749  
S. Avenue J  
Chicago, Illinois

## RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 5<sup>th</sup>  
day of November, 2004, made by Adan & Olivia Hernandez (the "Owner") whose  
address is 10749 S. Avenue J, 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 10749 S. Avenue J, 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) FOUR THOUSAND AND NO HUNDRED THIRTY THREE (\$4,333.00) (the "37,602")  
"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:

*Adan Hernandez*  
*Olivia Hernandez*

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

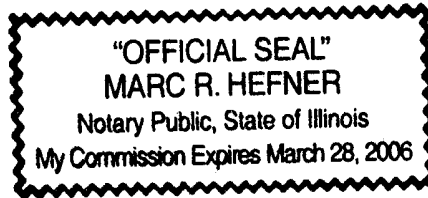
### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Olivia Reteguin Hernandez [and Adan Hernandez ], 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 5<sup>th</sup> day of NOVEMBER, 2004

*Marc R. Hefner*  
Notary Public

LEGAL DESCRIPTION:



JOB NUMBER: 05-885

ACTUAL AMOUNT: 4,413.50

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**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-29-2005

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**26 - 17 - 113 - 019 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

LOT 20 IN JACKSONS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17 TOWNSHIP 37 NORTH, RANGE 15  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

*David D. Orr*

Supervisor of Maps and Plats

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