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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2005 08:39 AM Pg: 1 of 3

This document prepared
and after recording, mail
to: Latin United Community Housing Assoc.
3541 W. North Avenue,
Chicago, IL. 60647

Property Identification No.:
25282260380000

Property Address: 12258

S. YALE
Chicago, Illinois 60628

SA 3107033

NW CT SM RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the ___ day of _____, 200_, made by Ruth Allen (the "Owner") whose address is 12258 S. Yale Chicago, Illinois, in favor of **Latin United Community Housing Association** ("Grantor") whose address is 3541 West North Avenue, Chicago, Illinois; 60647.

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 12258 S. Yale 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 Five Thousand dollars (\$5,000.00) (the "Grant"), the proceeds of which are to be used for the down-payment and closing cost assistance 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 entire amount of the Home Grant (the "Repayment").

BOX 334 CT1

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STREET ADDRESS: 12258 YALE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 25-28-226-038-0000

LEGAL DESCRIPTION:

LOT 24 AND THE SOUTH 8 FEET OF LOT 23 IN BLOCK 47 IN WEST PULLMAN, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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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. **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:

Rutto Allen

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that _____ [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 ____ day of _____, 200_.

Notary Public