

# UNOFFICIAL COPY



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

Doc#: 0533427136 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/30/2005 03:21 PM Pg: 1 of 3

Property Address: \_\_\_\_\_  
8228 Sacramento  
Chicago, Illinois

## RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 11 day of November, 2005, made by Debra Patterson (the "Owner") whose address is 8228 S Sacramento, 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 8228 S. Sacramento, 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 Three Thousand <sup>00</sup> (\$3,000) (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").

\$ 38.50

3 pages

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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 the prior written approval of the Grantor.

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

X Debra J. Patterson  
Debra J. Patterson

STATE OF ILLINOIS )

COUNTY OF COOK )

) SS

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Debra J. Patterson [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 11th day of November, 2005.



James Paterik  
Notary Public

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## LEGAL DESCRIPTION

Lot 10 (except the North 13 feet thereof) and the North 18 feet of Lot 11 in Block 8 in Alberta Park Addition, a subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 8228 South Sacramento Avenue, Chicago, IL 60652-3416  
PIN: 19-36-127-065-0000

Property of Cook County Clerk's Office