



Doc#: 0600653031 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2006 07:53 AM Pg: 1 of 3

GIT

This document prepared
and after recording, mail
to: **Latin United Community Housing Assoc.**
3541 W. North Avenue,
Chicago, IL. 60647
Property Identification No.:

Property Address:
3051 W. 54th Street,
Chicago, Illinois

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 15th day of December, 2005 made by Felix Ontiveros (the "Owner") whose address is 5150 S Kedzie, 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 3051 W. 54th Street, 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 (\$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").

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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:

Felix Ontiveros

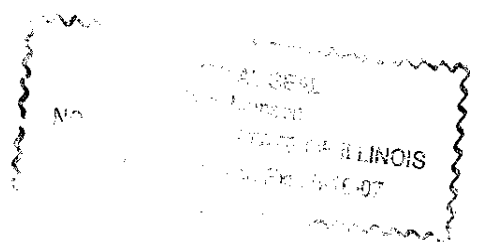
STATE OF ILLINOIS)
) SS
COUNTY OF COOK

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Felix Ontiveros [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 15th day of Dec, 2005

Notary Public



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ORDER NO.: 1301 - 004362298
ESCROW NO.: 1301 - 004362298

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STREET ADDRESS: 3051 WEST 54TH STREET
CITY: CHICAGO **ZIP CODE:** 60632
TAX NUMBER: 19-12-325-003-0000

COUNTY: COOK

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOT 8 IN RUDOLPH VACEK'S RESUBDIVISION OF LOTS 69 TO 75 INCLUSIVE AND LOTS 102 AND 110 INCLUSIVE IN J. F. TRISKA'S SUBDIVISION OF THE WEST 22 ACRES OF THE EAST 33 ACRES OF THE SOUTH 42-1/2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.