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This document prepared
and after recording, mail to:
Illinois Community Action Association
3435 Liberty Drive
Springfield, Illinois 62674
Property Identification No.:
25.09.321.010.0000
Property Address: 10131
S. PARNELL AVE
CHICAGO Illinois

Doc#: 0601010041 Fee: \$28.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/10/2006 09:08 AM Pg: 1 of 3

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 29th
day of October, 2006, made by JAMES & ANNIE ABRAMS (the "Owner") whose
address is 10131 S. PARNELL AVE, 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 10131 S. PARNELL AVE 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 THREE HUNDRED TWENTY THREE and 93/100 (\$4323.93) (the
"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 the Grantor in exercising any rights under this Agreement, failure
to exercise such rights or 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 (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:

[Handwritten Signature]
[Handwritten Signature]

STATE OF ILLINOIS)
 COUNTY OF Cook) SS

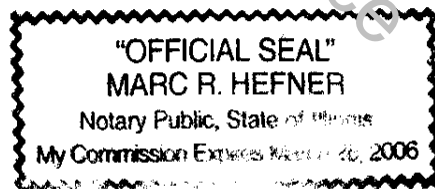
ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Annie [and Joseph Abrams], 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 29 day of OCTOBER, 2004

[Handwritten Signature: Marc R. Hefner]
 Notary Public

LEGAL DESCRIPTION:



JOB NUMBER: 05-1053

ACTUAL AMOUNT: ~~3,423.42~~ 4323.93

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David D. Orr

Clerk of Cook County

COUNTY OF COOK MAP DEPARTMENT

Date: 03-30-2005

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

25 - 09 - 321 - 010 - 0000

BEARS THE FOLLOWING LEGAL DESCRIPTION:

LOTS 35 AND 36 IN BLOCK 35 IN EAST WASHINGTON HEIGHTS SUBDIVISION OF SECTION 9
TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.



Fee: \$5.00

[Signature]

Supervisor of Maps and Plats

Property of Cook County Clerk's Office