

UNOFFICIAL COPY

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PROPERTY IDENTIFICATION NO.
20-29-320-022-0000
PROPERTY ADDRESS:
7828 S. Ada
CHICAGO, ILLINOIS 60620
CHECK NUMBER 319



Doc#: 0607431085 Fee: \$26.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2008 01:38 PM Pg: 1 of 2

Above Space For Cook County Recorder Use Only

RECAPTURE AGREEMENT

This RECAPTURE AGREEMENT (this "Agreement") dated as of the Tuesday, November 28, 2005 made by Louise Cleggatt (the "Owner") whose address is 7828 S. Ada, Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Grantor") whose address is One North LaSalle, 12th Floor, Chicago, Illinois 60602;

W I T N E S S E T H:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as, 7828 S. Ada Chicago, Illinois (the "Residence"), legally described in Exhibit A (Property Legal Description) included 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 Five Thousand Dollars Five Thousand Dollars 00 cents (\$5000.00) (the "Bungalow Grant"), the proceeds of which are to be used for the rehabilitation of the Residence; and **WHEREAS**, as an inducement to Grantor to make the Bungalow 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 Bungalow 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 Bungalow Grant.

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.

5. Subordination. This Agreement is and shall be subordinate to any and all mortgages securing a loan or loans to the Owner from a bank or financing institution.

IN WITNESS WHEREOF, the Owner has executed this Agreement.

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OWNER:

Louise Cleggatt

Signature

Louise Cleggatt

Print Name

etc

STATE OF ILLINOIS

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) SS

COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Louise Cleggatt, 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 Tuesday, November 28, 2005

Monita C. Blunt
Notary Public



Exhibit A

(Property Legal Description)

Lot 11 (Except the North 8 ft thereof) & lot 12 (Except the South 9 ft thereof) in Block 35 In Fish Simonton's Subdivision of Block 34 & 35 in Jones Subdivision in the West 1/2 of Section 29 Township 38 North Range 14 East of the 3rd Prime Meridian in Cook County IL

Cook County Clerk's Office