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0611606129

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Property Identification No.:

20-29-321-022-0000

Property Address:

7812 S. Throop

Chicago, Illinois 60620

Doc#: 0611606129 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/26/2008 01:32 PM Pg: 1 of 3

When Recorder Please Mail To:

Historic Chicago Bungalow Assoc.

One North LaSalle 12th Flr

Chicago, IL 60602

Above space for Cook County Recorder use only

RECAPTURE AGREEMENT

This RECAPTURE AGREEMENT (this "Agreement") dated December 5, 2005, made by Donald S. & Barbara J. Hart (the "Owner") whose address is 7812 S. Throop, Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Grantor") whose address is, One North LaSalle 12th Floor, Chicago, Illinois 60602;

WIT 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 7512 S. Throop, Illinois (the "Residence"), legally described in Exhibit A 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 Three Hundred Dollars (\$3,300.00) (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]
3. **Covenants to Run With the Land; Termination.** The agreements set

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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.

OWNER:

Donald Hart - Barbara J. Hart
Signature

DONALD S. HART - BARBARA J. HART
Print Name

STATE OF ILLINOIS)

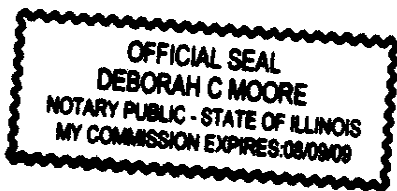
) SS

COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Donald Hart [and Barbara Hart], 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 5th day of December 2005.



Deborah C Moore
Notary Public

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Property ID #
20-29-321-022-0000
Property Address
7212 S. Throop
Chicago, IL 60620

Legal Description

LOT 5 IN WILLIAMS ESCH & CLAUSS KOPELLS RESUBDIVISOIN BEING A
RESUBDIVISION OF GRISWOLDS SUBDIVISION OF BLOCK 36 IN THE
SUBDIVISION OF THE WEST 1/2 OF SECTION 29 TOWNSHIP 38 NORTH RANGE
14 EAST OF THE 3RD PRIME MERIDAIN IN COOK COUNTY IL

Property of Cook County Clerk's Office