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Doc#: 0614453035 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/24/2006 08:52 AM Pg: 1 of 3

This document prepared  
and after recording, mail  
to: Ramp Up Foundation  
7550 W. 183<sup>rd</sup> Street  
Tinley Park, IL. 60477  
Property Identification No.:  
20-20-406-003-0000

Property Address: 6709 S. Peoria  
Chicago, IL 60621

### RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 21<sup>st</sup> day of JANUARY, 2006 made by Nathaniel Hubbard (the "Owner") whose address is 6709 S Peoria Chicago, IL 60621 in favor of **THE RAMP UP FOUNDATION** ("Grantor").

### WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 6709 S. Peoria Chicago, IL 60621 (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 Eighteen Thousand three hundred and ninety five dollars (\$18,395) (the "Grant"), the proceeds of which are to be used for 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 (the "Repayment").
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. The 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.

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IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

*Nathaniel Hubbard*  
*Mary Lue Hubbard*

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Nathaniel Hubbard [and Mary Lue Hubbard], 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 24 day of January, 2006.

*Kenneth N. Burr*  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

**GRANTEE IN THE LAST DEED OF RECORD:** Nathaniel Hubbard and Mary Lue Hubbard, husband and wife, as tenants in common.

**LEGAL DESCRIPTION:**

THE NORTH 23 FEET 8 INCHES OF LOT 89 AND THE SOUTH 2 FEET 8 INCHES OF LOT 90 IN BLOCK 1 IN BENEDICT'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.