

UNOFFICIAL COPY

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Property Identification No.:

13-31-311-028-0000

Property Address:

1830 N. New England

Chicago, Illinois 60707



Doc#: 0619245077 Fee: \$26.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2008 09:59 AM Pg: 1 of 2

After 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 6/26/08 RECAPTURE AGREEMENT (this "Agreement") dated
made by Barbara Stathus (the "Owner") whose
address is 1830 N. New England, 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 1830 N. New England, 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 \$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 full amount of the Rehabilitation Grant.

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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

Barbara Stathus

Barbara Stathus

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Barbara Stathus 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 26th day of June, 2006

Notary Public

[Signature]



Exhibit A

LEGAL DESCRIPTION

13-31-311-028-0000

Lot 10 & North 71/2 feet of Lot 11 on Block 6 in J. H. Whites 2nd Rutherford addition to Chicago a subdivision of Northwest 1/4 (Except the west 22.28 chains thereof) in Section 31 Township 40 North Range 13 East of the third prime meridian