UNOFFICIAL COPY

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Property Identification No.:

20-29-416-036-0000

Property Address:

7736 S. May

Chicago, Illinois 60620

After Recorder Please Mail To:

Historic Chicago Bungalow Assoc. One North LaSalle 12th Flr Chicago, IL 60602





Doc#: 0619245081 Fee: \$26.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2006 10:01 AM Pg: 1 of 2

Above space for Cook County Recorder use only

RECAPTURE AGREEMENT

This RECAPTURE AGREEMENT (this "Agreement") dated 5/30/00 , made by Antoine Members (the "Owner") whose address is 7736 S. May, Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Crantor") whose address is, One North LaSalle 12th Floor, Chicago. Illinois 60602;

WIT N E SSE T H:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 7736 S. May, 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 (Five Thousand Dollars) (the "Bungalow Grant"), the proceeds of which are to be used for the renabilitation 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. <u>Incorporation</u>. 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]

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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 WEFREOF, the Owner has executed this agreement.

Antoine Members

STATE OF ILLINOIS

COUNTY OF COOK

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Antoine Members 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] [ther] free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of

200

Menlew

Exhibit A

"OFFICIAL SEAL" **RONALD WILLIS** NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES DEC 1 2009

LEGAL DESCRIPTION

20-29-416-036-0000

Lot 13 in Block 24 in Mayers 1st addition to w. Auburns subdivision of block 24 in the subdivision of WB Ogden of the Southwest 1/2 (except the North 99 ft) of section 29 Township 38 North Range 14 East of the 3rd prime meridian in Cook County IL