

UNOFFICIAL COPY

This Mortgage was prepared
by Tracy Shine, Esq
After recording, return
to: Carmen Zachery, Single Family
Department
Illinois Housing Development
Authority
401 N. Michigan Avenue, Ste. 900
Chicago, Illinois 60611
Property Identification No.:
16-23-206-025-0000
Property Address:
1214 S. Sawyer
Chicago, Illinois 60623



Doc#: 0623731074 Fee: \$30.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/25/2006 11:46 AM Pg: 1 of 4

STF-2099

RECAPTURE AGREEMENT

This **RECAPTURE AGREEMENT** (this "Agreement") dated as of the 24th day of August, 2006, made by Ashley Davis and Jonathan Cooper (the "Owner") whose address is 1214 S. Sawyer, Chicago, Illinois, in favor of **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Illinois ("Grantor") whose address is 401 North Michigan Avenue, Chicago, Illinois 60611;

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 1214 South Sawyer, Chicago, 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 and No/100 Dollars (\$3,000.00) (the "Grant"), the proceeds of which are to be used for the closing cost and down payment; 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 their principal residence within this five (5) year period, the Owner shall pay to

Box 400-CTCC

833 6603
A2
6096

UNOFFICIAL COPY

Grantor the amount of the Rehabilitation Grant reduced by twenty percent (20%) for each full year that the Owner has occupied the Residence ("Repayment Portion").

3. **Violation of Agreement by Owner.** Upon violation of any of the provisions of this Agreement by the Owner, Grantor shall give notice of such violation to the Owner as provided in this Agreement. Upon such default Grantor may:

- a) Declare any Repayment Portion immediately due and payable; and/or
- b) Exercise such other rights or remedies as may be available to Grantor under this Agreement, at law or in equity.

No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise such rights or the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights. Grantor's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of Grantor's other remedies.

4. **Covenants to Run With the Land; Termination.**

a) 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.

b) Upon foreclosure by any senior mortgage lender, this Agreement and all restrictions contained herein shall become null and void and be of no further force and effect.

5. **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.

1st + 3rd mortgages
OWNER:

*** THE LIEN OF THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE LIEN OF THE FIRST MORTGAGE RECORDED AS DOC #

0623731071
0623731072
0623731073

*** Ashley Davis

Ashley Davis
Jonathan Cooper
Jonathan Cooper

~~EXHIBIT A~~
UNOFFICIAL COPY

STREET ADDRESS: 1214 S SAWYER AVE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 16-23-206-025-0000

LEGAL DESCRIPTION:

LOT 46 IN SUBDIVISION BLOCK 1 IN BLOCK 2 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office