

# UNOFFICIAL COPY

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Property Identification No.:  
20-35-220-004-0000  
Property Address:  
8111 S. Dorchester  
Chicago, Illinois 60619



Doc#: 0706535292 Fee: \$26.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2007 02:04 PM Pg: 1 of 2

Prepared by  
Laura E. Tilly  
Miner, Barnhill & Galland P.C  
14 W. Erie Street  
Chicago, IL 60610

After Recording Mail To:  
Historic Chicago Bungalow Assoc.  
One North LaSalle 12<sup>th</sup> Flr  
Chicago, IL 60602

Above space for Cook County Recorder use only

## RECAPTURE AGREEMENT

This RECAPTURE AGREEMENT (this "Agreement") dated DEC 19, 2006, made by Andy Gibson (the "Owner") whose address is 8111 S. Dorchester, Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Grantor") whose address is, One North LaSalle 12<sup>th</sup> 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 8111 S. Dorchester, Illinois, 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 Dollars & Zero Cents (\$3000.00) (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 Bungalow Grant.

3. **Covenants to Run With the Land; Termination.** The agreements set forth in this Agreement shall encumber the Residence and be binding on any

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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

X 

Andy Gibson

STATE OF ILLINOIS

) SS

COUNTY OF COOK )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Andy Gibson 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 19 day of Dec, 2006

  
Notary Public



Exhibit A

### LEGAL DESCRIPTION

20-35-220-004-0000

**NORTH 5 FEET OF LOT 41 AND ALL OF LOT 42 AND THE SOUTH 5 FEET OF LOT 43 IN BVLOCK 4 IN WHITES AND COLEMANS STONEY ISALND BOULEVARD SUBDIVISION OF THE NORTH 1/2 OF THE SOOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE 3RD PRIIME MERDIAN**