UNOFFICIAL COPY

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Property Identification No.: 20-25-421-0/6-0000

Property Address: 7759 S. Luella Chicago, Illinois 60649

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 12th Flr
Chicago, IL 60602



Doc#: 0709534081 Fee: \$26.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 04/05/2007 01:52 PM Pg: 1 of 2

Above space for Cook County Recorder use only

This RECAPTURE AGREEMENT (this "Agreement") dated made by Louis Douyon(the "Owner") whose address is 7759 S. Luel

Chicago, Illinois, in favor of the Historic Chicago Bungalow Association ("Grantor") whose address is, Coe 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 7/59 S. Luella, 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 Crant, 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. <u>Restrictions.</u> 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. <u>Covenants to Run With the Land; Termination.</u> 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

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beneficial interes 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

Louis Douyon

STATE OF ILLINOIS

COUNTY OF COOK

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that **Louis Douyon** 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 volvatory act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this Lot day of

OFFICIAL SEAL **MANUELA ABREGO** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXP. 09-30-2009

Exhibit A

LEGAL DESCRIPTION

20-25-421-016-0000 7759 S. Luella

LOT 25 AND 26 (EXCEPT THE NORTH 18 FT THEREOF) IN BLOCK 1 IN BOYDS AND HALLS SUBDIVISION OF THAT PART OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 NORTH OF RAILROAD OF SECTION 25 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE 3RD PRIME MERIDAN IN COOK COUNTY IL