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Doc#: 0733216075 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2007 03:20 PM Pg: 1 of 4

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This Recapture Agreement was prepared by: Tracy Shine, Esq.
After recording, return to: Carmen Zachery, Single Family Department
Illinois Housing Development Authority
401 N. Michigan Ave., Ste. 700
Chicago, IL 60611
Property Identification No.: 20-17-305-031
Property Address: 5922 South Throop
Chicago, Illinois 60636

STF-2534

RECAPTURE AGREEMENT

This **RECAPTURE AGREEMENT** (this "Agreement") dated as of the 21st day of November, 2007, made by Tondalaya C. Newsome and Derrick Anderson (the "Owner") whose address is 5922 South Throop, Chicago, Illinois, in favor of ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("Grantor") whose address is 401 N. Michigan, Suite 700, Chicago, Illinois,

WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 5922 South Throop, 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 down payment and closing cost assistance; 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 inheritance to a co-owner of the Residence 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)

LC

[Handwritten signatures]

BOX 430

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year period, the Owner shall pay to Grantor the entire amount of the Grant ("Repayment").

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 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

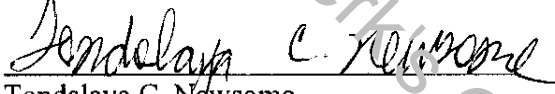
No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise such rights or the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights. Grantor's remedies are cumulative and the exercise of one shall not be deemed an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


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

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.

OWNER:


 Tondalaya C. Newsome


 Derrick Anderson

D.

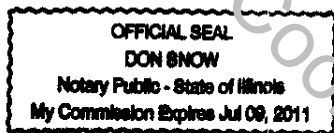
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Tondalaya C. Newsome and Derrick Anderson, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of November, 2007.



Don Snow

 Notary Public

Don Snow

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Exhibit A – Recapture Agreement

Legal Description of Residence

LOT 14 IN BLOCK 2 IN JAMES U. BORDEN'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

5922 S. Thoop, Chicago ✓
 PIN # 90-17-305-031

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