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Cook County Recorder 25.50



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Prepared By: Felicia C. Grganto
Liberty Federal Bank
One Grant Square
Evanston, IL 60521

AFFORDABLE HOUSING PROGRAM
SUBSIDY FUNDS RECAPTURE AGREEMENT

This Agreement is made this 22nd day of October, 1998, by and between Liberty Federal Bank, a federally chartered bank, referred to as (Liberty Federal), and Seguin Services Incorporated, (the Borrower/s) for the subject property located at: 4306 S. Blanchan, Brookfield, IL 60513;

LEGAL DESCRIPTION ATTACHED:

This loan is originated pursuant to the AFFORDABLE HOUSING PROGRAM, (the "Program"). The Borrower has received subsidy funds under the Program in the amount of **Fifteen thousand Dollars (\$15,000.00)**, which are to be applied as the down payment for the loan. The borrower hereby acknowledged receipt of such subsidy funds.

The borrower agrees that in the event the property financed pursuant to the Program is sold within (30) years from the date set forth above, the "restricted period" and the net gain from the sale exceeds the original purchase price of the total parcel of the real estate, less any non debt subsidy, the Borrower shall refund the subsidy funds, as follows:

In the event the subject property is sold during the first calendar year after the funds are provided, the borrower shall repay the total amount of the subsidy. If sold within two (2) to thirty (30) years of receiving the subsidy funds, the subsidy will be repaid on a prorated basis calculated at 1/30th of the total subsidy times the number of years remaining on the mortgage term. No amount of the non-debt subsidy need to be repaid after thirty (30) years.

All subsidies can be recovered if a property is sold for less than the fair market price in a less than arms length transaction.

The non-debt subsidy will be paid after the first mortgage, and all normal and bona fide sales expenses, but prior to any funds being paid to the Borrower/s.

Reimbursement of the subsidy funds shall be made directly to Liberty Federal from the proceeds of the sale, at closing.

The Borrower agrees that in the event that the subsidy funds are not repaid in accordance with the provision set forth above, Liberty Federal may commence legal action to collect the funds in accordance with the terms of this Agreement.

Seguin Services Incorporated:
By: *[Signature]*
(Borrower) *Seguin Services, Inc.*

Attest: *[Signature]*
(Borrower) *Seguin Services, Inc.*

Lawyers Title Insurance Corporation

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LAWYERS TITLE INSURANCE CORPORATION

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SCHEDULE A CONTINUED - CASE NO. 98-13231

LEGAL DESCRIPTION:

LOT 4 AND THE SOUTH 1/2 OF LOT 3 IN BLOCK 12 IN WEST GROSSDALE, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PL # 18-03-300-021-0000

Address: 4306 Blanchard Avenue
Brookfield, Ill 60513