



Doc#: 0808741141 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/27/2008 02:43 PM Pg: 1 of 3

This document prepared,  
and after recording, mail to:  
Illinois Community Action Association  
3435 Liberty Drive  
Springfield, Illinois 62704  
Property Identification No.:  
26-18-206-033-0000  
Property Address:  
10720 S. MACKINAW  
CHICAGO, Illinois

## RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 19<sup>th</sup> day of Sept, 2008, made by ANNEHE SEDA (the "Owner") whose address is 10720 S. MACKINAW CHICAGO, Illinois, in favor of ILLINOIS COMMUNITY ACTION ASSOCIATION ("Grantor") whose address is 3435 Liberty Drive, Springfield, Illinois;

### WITNESSETH:

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as 10720 S. MACKINAW 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 Four thousand five hundred thirty three and 32/100 (\$4533.32) (the "Grant"), the proceeds of which are to be used for the weatherization and rehabilitation of the Residence; 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:

- Incorporation.** The foregoing recitals are made a part of this Agreement.
- 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 [his][her][ their] principal residence within this five (5) year period, the Owner shall pay to Grantor the amount of the Rehabilitation Grant.
- 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 (5<sup>th</sup>) annual anniversary of its date.
- Amendment.** This Agreement shall not be altered or amended without the prior written approval of the Grantor.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

*Annette Seda*

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Annette Seda [and \_\_\_\_\_], 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 19th day of Sept, 2006



*Marc R. Hefner*  
Notary Public

LEGAL DESCRIPTION:

JOB NUMBER: 07-367

ACTUAL AMOUNT: 4,533.32

