UNOFFICIAL COPY

¢368741133

This document prepared, and after recording, mail to:
Illinois Community Action Association 3435 Liberty Drive
Springfield, Illinois 62704
Property Identification No.:
26-18-417-003-0000
Property Address:
11307 Greenbay
CHICAGO, Illinois

Doc#: 0808741133 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/27/2008 02:42 PM Pg: 1 of 3

RECAPTURE AGREEMENT

THIS RECATTURE AGREEMENT (this "Agreement") dated as of the 20th day of Sept., 10012, made by Delores Romero (the "Owner") whose address is 11207 Green on 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 11201 Greenbay, 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 trousand the Hundred forthfill (\$4500) (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:

- 1. <u>Incorporation</u>. 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 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.
- 3. 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.
- 4. <u>Amendment</u>. This Agreement shall not be altered or amended without the prior written approval of the Grantor.

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IN WITNESS WHEREOF, the Owner has executed this Agreement.

	OWNER:
	1 Doloros Romaro

STATE OF ULINOIS)
COUNTY OF COOK) SS
	ACKNOWLEDGMENT
certify that <u>Defores</u> <u>Por</u> [is][are] personally known to me subscribed to the foregoing instant acknowledged that [he][she][they] s [their] free and voluntary act and decomposition of the control of	public in and for the State and County aforesaid Mero [and], who to be the same person[s] whose names [is][are need, appeared before me this day in person and and delivered the said instrument as [his][hered for the uses and purposes therein set forth. Sicial scal this 200 day of, 200 c.
LEGAL DESCRIPTION:	
JOB NUMBER: 07-	476
ACTUAL AMOUNT: 4	799.50 4545.00

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