

# UNOFFICIAL COPY



Doc#: 0921605016 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/04/2009 09:32 AM Pg: 1 of 5

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.:  
13-36-228-008-0000  
Property Address:  
2740 W. Armitage Avenue, Unit 205 S  
Chicago, Illinois 60647

STF-2504 Rogers Park Homebuyer Program

## RECAPTURE AGREEMENT

This **RECAPTURE AGREEMENT** (this "Agreement") dated as of the 10<sup>th</sup> day of July, 2008, made by Ryan W. Martin (the "Owner") whose address is 2740 W. Armitage Avenue, Unit 205 S, Chicago, Illinois, in favor of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate of the State of Illinois ("Grantor") whose address is 401 N. Michigan Avenue, Suite 700, Chicago, Illinois;

### WITNESSETH:

**WHEREAS**, the Owner is the holder of legal title to improvements and certain real property commonly known as 2740 W. Armitage Avenue, Unit 205 S, 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 Five Thousand and No/100 Dollars (\$5,000.00) (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

Attorneys' Title Guaranty Fund, Inc.  
1 S. Wacker Rd., STE 2400  
Chicago, IL 60606-4650  
Attn: Search Department

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Owner ceases to occupy the Residence as his principal residence within this five (5) 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:

  
\_\_\_\_\_  
Ryan W. Martin

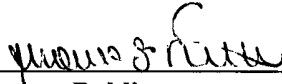
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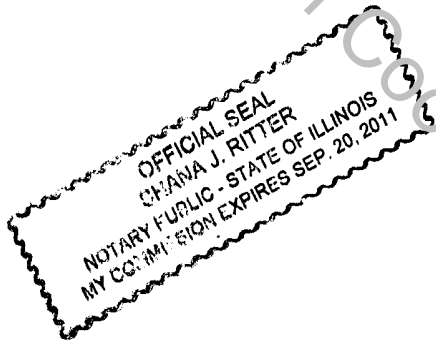
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

## ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Ryan W. Martin, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 10<sup>th</sup> day of July, 2008.

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION

### Legal Description:

UNIT 205S IN THE ARMITAGE FRANCIS CONDOMINIUMS AS DEPICTED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 12 FEET OF LOT 23, ALL OF LOTS 24 TO 31 AND THE EAST 12 FEET OF LOT 32 IN W.O. COLE'S SUBDIVISION OF LOTS 7 TO 12, 19 TO 26 INCLUSIVE IN BLOCK 5 IN STAVE'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF NORTH WESTERN PLANK ROAD, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

COMMERCIAL PROPERTY

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 17.81 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.13 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF THE EAST 12 FEET OF LOT 23, ALL OF LOTS 24 TO 31 AND THE EAST 12 FEET OF LOT 32, ALL TAKEN AS A SINGLE TRACT, IN W.O. COLE'S SUBDIVISION OF LOTS 7 TO 12, 19 TO 26, INCLUSIVE, IN BLOCK 5 IN STAVE'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF NORTH WESTERN PLANK ROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST ARMITAGE AVENUE WITH THE EAST LINE OF A PUBLIC ALLEY; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 102.39 FEET; THENCE NORTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 01 MINUTES 12 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTH FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1.42 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 2740 WEST ARMITAGE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE

WEST, A DISTANCE OF 17.00 FEET;  
 NORTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 0.92 FEET;  
 SOUTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 20.46 FEET;  
 NORTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 0.92 FEET;  
 SOUTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 10.98 FEET;  
 NORTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 0.90 FEET;  
 SOUTH, A DISTANCE OF 0.65 FEET;  
 WEST, A DISTANCE OF 5.02 FEET;  
 NORTH, A DISTANCE OF 8.15 FEET;  
 EAST, A DISTANCE OF 0.26 FEET;  
 NORTH, A DISTANCE OF 11.25 FEET;  
 WEST, A DISTANCE OF 2.00 FEET;  
 NORTH, A DISTANCE OF 11.86 FEET;  
 EAST, A DISTANCE OF 17.04 FEET;  
 NORTH, A DISTANCE OF 15.60 FEET;  
 WEST, A DISTANCE OF 10.07 FEET;  
 NORTH, A DISTANCE OF 9.90 FEET;  
 EAST, A DISTANCE OF 10.07 FEET;

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NORTH, A DISTANCE OF 0.30 FEET;  
 EAST, A DISTANCE OF 22.90 FEET;  
 SOUTH, A DISTANCE OF 14.33 FEET;  
 EAST, A DISTANCE OF 7.65 FEET;  
 SOUTH, A DISTANCE OF 8.01 FEET;  
 EAST, A DISTANCE OF 12.05 FEET;  
 SOUTH, A DISTANCE OF 26.22 FEET;  
 WEST, A DISTANCE OF 1.70 FEET;  
 SOUTH, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING.

AND ALSO PARKING AREA FOR COMMERCIAL PROPERTY

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 17.72 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.78 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF THE EAST 12 FEET OF LOT 23, ALL OF LOTS 24 TO 31 AND THE EAST 12 FEET OF LOT 32, ALL TAKEN AS A SINGLE TRACT, IN W.O. COLE'S SUBDIVISION OF LOTS 7 TO 12, 19 TO 26, INCLUSIVE, IN BLOCK 5 IN STAVE'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF NORTH WESTERN PLANK ROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST ARMITAGE AVENUE WITH THE EAST LINE OF A PUBLIC ALLEY; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 2.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 57.07 FEET; THENCE EAST ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 37 MINUTES 59 SECONDS MEASURED COUNTER-CLOCKWISE, SOUTH TO EAST FROM THE LAST DESCRIBED COURSE, BEING ALONG THE WESTWARD EXTENSION OF THE LINE OF THE FACE OF AN INTERIOR WALL OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 2740 WEST ARMITAGE AVENUE IN CHICAGO, A DISTANCE OF 24.60 FEET; THENCE THE FOLLOWING EIGHT COURSES AND DISTANCES BEING ALONG THE FACES OF INTERIOR WALLS OF SAID BUILDING AND AT RIGHT ANGLES TO EACH PRECEDING COURSE:

SOUTH, 22.70 FEET;  
 EAST, 4.27 FEET;  
 SOUTH, 4.90 FEET;  
 WEST, 4.27 FEET;  
 SOUTH, 30.75 FEET;  
 WEST, 22.23 FEET;  
 NORTH, 1.28 FEET;

THENCE WEST 1.97 FEET TO THE POINT OF BEGINNING.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, RECORDED DECEMBER 26, 2007, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, IL, AS DOCUMENT NUMBER 0736015121, AND AMENDMENT TO INCLUDE ADDITIONAL LAND RECORDED ON MARCH 28, 2008, AS DOCUMENT 0808816037 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, IL.

**Permanent Index Number:**

Property ID: 13-36-228-008-0000

**Property Address:**

2740 W. Armitage, Unit #205S  
 Chicago, IL 60647