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Doc#: 0925841097 Fee: \$44.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/15/2009 12:33 PM Pg: 1 of 5

After recording, mail to:  
Program Officer  
Illinois Housing Development Authority  
401 N. Michigan Ave., Suite 700  
Chicago, Illinois 60611

Property Identification No.:  
20201190380000  
Property Address: 1412  
W. MARQUETTE RD.  
CHICAGO, Illinois

STF- 2987 Energy Conservation and Home Repair Program 2008-2009

## RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 25TH day of FEBRUARY, 2009, made by ODELL JACKSON (the "Owner") whose address is 1412 W. MARQUETTE RD, CHICAGO, Illinois, in favor of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** ("IHDA") whose address is 401 North Michigan Avenue, Suite 700, Chicago, Illinois;

### WITNESSETH:

WHEREAS, the Owner is the holder of legal title to certain real property and the improvements constructed on it, commonly known as 1412 W. MARQUETTE RD, CHICAGO, Illinois (the "Residence"), legally described in Exhibit A attached to and made a part of this Agreement; and

WHEREAS, IHDA has agreed to make a grant to the Owner in the amount of FOUR THOUSAND FOUR HUNDRED FIFTY FIVE (1/100) (\$ 4,455.00) (the "Grant"), the proceeds of which are to be used for the rehabilitation of the Residence; and

WHEREAS, as an inducement to IHDA 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. **Recapture.**
  - a. As a condition of the IHDA's making of the Grant, the Owner agrees to repay to IHDA the Repayment Amount (as defined below) if one or more of the following events (each such event is called a "Recapture Event") occurs before the fifth (5<sup>th</sup>) annual anniversary of the date of this Agreement:
    - (i) the Owner sells, conveys or transfers title to the Residence for consideration;

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- (ii) the Residence ceases to be the Owner's principal residence;
- (iii) the Owner refinances the Residence in a manner such that it is not a Permitted Refinancing (as defined below).

The following events (each such event is called a "Permitted Transfer") are **not** Recapture Events:

- (iv) a transfer to a spouse as a result of a divorce;
- (v) a transfer by operation of law to a surviving spouse upon the death of a joint tenant Owner;
- (vi) a transfer by will; or
- (vii) a Permitted Refinancing.

The term "Permitted Refinancing" means a refinancing that lowers the interest rate of the first mortgage loan on the Residence, decreases its term or lowers the monthly payment of the loan; it does **not** include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Owner to receive money as a result of the refinancing. Any Permitted Refinancing must be approved by IHDA, in writing, in advance.

b. **Repayment Amount.** If a Recapture Event occurs, the Owner shall pay to IHDA the amount of the Grant reduced by one sixtieth (1/60<sup>th</sup>) of that amount for each full month the Owner has occupied the Residence during the term of this Agreement (the "Repayment Amount"), but only to the extent of Net Proceeds. If the Repayment Amount is greater than the Net Proceeds, the Owner must pay only the amount of the Net Proceeds; the amount of the Repayment Amount in excess of the Net Proceeds shall be forgiven. For purposes of this Paragraph 2.b, "Net Proceeds" means the proceeds of the sale or transfer of the Residence less (i) the amount of any documented capital improvement costs to the Residence incurred by the Owner, and (ii) the Owner's initial contribution to the cost of acquiring the Residence.

3. **Covenants to Run With the Land; Termination.** 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 five (5) years from the date of~~ this Agreement (the "Termination Date"); provided, however, that if no Recapture Event occurs before the Termination Date, or if any sale, conveyance or transfer of the Residence occurs due to a foreclosure, a deed in lieu of foreclosure, or the death of all Owners of the Residence, this Agreement shall automatically terminate and shall be deemed to have been released.

4. **Amendment.** This Agreement shall not be altered or amended without the prior written approval of the IHDA.

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IN WITNESS WHEREOF, the Owner has executed this Agreement.

OWNER:

[ Odell Jackson ]

[ ]

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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 ODELL JACKSON [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 25<sup>TH</sup> day of FEBRUARY, 2009.



Marc R. Heffner  
Notary Public

Cook County Clerk's Office

2020119038720139715

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1970 DIVISION

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

429 VOLUME [REDACTED]

EXEMPT

AREA	SUB-AREA	BLOCK	PARCEL	TAX CODE
20	20	119	38	7201
E S KIRKLANDS SUB				
S 1/2 SW 1/4 NW 1/4				
SEC.	TOWN	RANGE	LOT	SUB-LOT
20	38	14		
				BLOCK
				24 1

AREA	SUB AREA	BLOCK	PARCEL	CODE	WAR-RANT	Block	FTS	POS	RES	TIME	CA
0	0	000	0000	0000	0000	0000	0000	0000	0000	0000	0000
46	47	48	49	50	51	52	53	54	55	56	57
58	59	60	61	62	63	64	65	66	67	68	69
70	71	72	73	74	75	76	77	78	79	80	
1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9

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