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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

C.T.I./W
8496935 400
210022156 400

Report Mortgage Fraud
800-532-8785



1018826084

Doc#: 1018826084 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/07/2010 11:07 AM Pg: 1 of 9

The property identified as: PIN: 15-12-421-001-0000

Address:

Street: 7222 Dixon Street

Street line 2:

City: Forest Park

State: IL

ZIP Code: 60130

Lender: Community Investment Corporation

Borrower: First Merit Bank, NA as trustee Trust# 10-5-8796

Loan / Mortgage Amount: \$15,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/0 et seq. because it is commercial property.

S y
P 9
S N
SC y
INT KY

Certificate number: 3406108D-4BF3-4C5E-A9E6-618873932A44

Execution date: 06/22/2010

BOX 333-CT

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This document prepared
and after recording, mail to:
Silvia Prado
Community Investment Corporation
222 S. Riverside Plaza, Suite 2200
Chicago, IL 60606

RECAPTURE AGREEMENT
(ENERGY GRANT)
Loan # 4440-81173

This **RECAPTURE AGREEMENT** (this "Agreement") is dated 6/17/2010, by and between COMMUNITY INVESTMENT CORPORATION, an Illinois not-for-profit corporation ("Sponsor") whose address is 222 S. RIVERSIDE PLAZE, SUITE 2200, CHICAGO, Illinois, and FIRST MERIT BANK, N.A. not personally but as Trustee under Trust Agreement dated 6/8/2010, and known as Trust Number 10-5-8796 and 7222 DIXON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY ("jointly "Grantee") whose address is 2340 S. ARLINGTON HEIGHTS ROAD, #202, ARLINGTON HEIGHTS, IL60005.

WITNESSETH:

WHEREAS, the Grantee is the holder of legal title to improvements and certain real property commonly known as 7222 DIXON STREETFOREST PARK, Illinois 60130, (the "Project"), legally described in **Exhibit A** attached to and made a part of this Agreement; and

WHEREAS, Sponsor has agreed to make a grant to the Grantee in the amount of FIFTEEN THOUSAND DOLLARS AND 00/100(\$15,000.00) (the "Grant"), the proceeds of which are to be used for Energy conservation measures at the Project; and

WHEREAS, as an inducement to Sponsor to make the Grant, the Grantee 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.

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2. Restrictions.

a) The Project shall be used to provide Affordable Housing for Low Income Households. Low Income Household” means a Household whose annualized adjusted income is less than eighty percent (80%) of the median income of the county in which the Development is located, adjusted for family size, as such annualized adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

A schedule of the current maximum annual income limits is attached to this Agreement as **Exhibit B**.

b) As a condition of the Sponsor’s making of the Grant, the Grantee agrees that if the Project is sold or otherwise transferred within seven (7) years of the date of this Agreement, the Grantee shall pay to Sponsor the amount of the Grant reduced by twenty percent (20%) for each full year that the Grantee owns the Project (“Repayment Portion”).

3. Violation of Agreement by Grantee. Upon violation of any of the provisions of this Agreement by the Grantee, Sponsor shall give notice of such violation to the Grantee as provided in this Agreement. Upon such default Sponsor may:

- a) Declare any Repayment immediately due and payable; and/or
- b) Exercise such other rights or remedies as may be available to Sponsor under this Agreement, at law or in equity.

No delay on the part of Sponsor 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. Sponsor’s remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of Sponsor’s other remedies.

4. Covenants to Run With the Land; Termination. The agreements set forth in this Agreement shall encumber the Project and be binding on any future owner of the Project 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 Sponsor.

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IN WITNESS WHEREOF, the Grantee, and Sponsor have executed this Agreement.

GRANTEE:

7222 DIXON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

BY: 
DONALD J. AUGUST

ITS: MEMBER

BY: 
MICHAEL J. CRONIN

ITS: MEMBER

FIRST MERIT BANK, N.A., not personally but as Trustee under Trust Agreement dated 6/8/2010, and known as Trust Number 10-5-8796

By: 

Its: Trust Officer

Attest: 

SPONSOR:

Community Investment Corporation

By: 
JOHN G. MARKOWSKI

Its: PRESIDENT

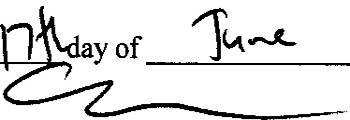
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no staff, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement made hereunder shall look solely to the Trustee estate for the payment hereof.

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STATE OF ILLINOIS)
) SS.
COUNTY OF ~~COOK~~
Waukegan

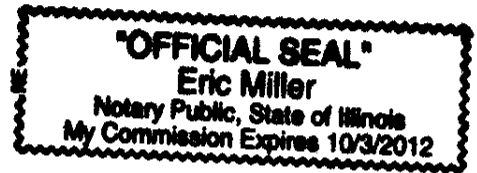
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that: DONALD J. AUGUST(name) MEMBER (title) and MICHAEL J. CRONIN (name) MEMBER (title) of 7222 DIXON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such MEMBER (title) and MEMBER (title) respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts of said 7222 DIXON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of June, 2010.



Notary Public

(SEAL)My Commission Expires 10/3/2012



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
[TRUSTEE]
)§.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that:

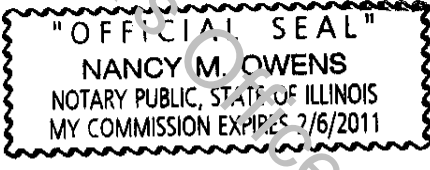
Rosemary M. DePa (name) Trust Officer (title)
Reed J. Brewer (name) AND Vice President (title)

of FIRST MERIT BANK, N.A., are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Trust Officer (title) and Secretary (title) respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said FIRST MERIT BANK, N.A. as Trustee, for the uses and purposes therein set forth; and said Secretary, did also then and there acknowledge that he/she, as custodian of the corporate seal of FIRST MERIT BANK, N.A., did affix the said corporate seal of said national banking association OR CORPORATION to said instrument as his own free and voluntary act and the free and voluntary act of said national banking association OR CORPORATION as Trustee, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 17th DAY
OF June, 2010.

Nancy Owens
Notary Public

(SEAL) My Commission Expires: 2-6-2011



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EXHIBIT A

Legal Description of the Property

LOT 10 IN BLOCK 13 IN RAILROAD ADDITION TO HARLEM, IN THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 7222 DIXON STREET, FOREST PARK, IL 60130

PERMANENT INDEX NUMBER(S): 15-12-421-001-0000

Property of Cook County Clerk's Office

COOK COUNTY
RECORDS & CLERK'S OFFICE
SCANNED BY _____

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**ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
SCHEDULE OF MAXIMUM ANNUAL INCOME LIMITS FOR MOST OF ITS HOUSING PROGRAMS *
EFFECTIVE MAY 14, 2010**

| METRO/NON-METRO AREA (County) | 1 PERSON LIMIT | 2 PERSON LIMIT | 3 PERSON LIMIT | 4 PERSON LIMIT | 5 PERSON LIMIT | 6 PERSON LIMIT | 7 PERSON LIMIT | 8 PERSON LIMIT |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| CHICAGO (Cook, Du Page, Lake, Kane, McHenry & Will) | \$63,120 | \$72,120 | \$81,120 | \$90,120 | \$97,440 | \$104,640 | \$111,840 | \$119,040 |
| REGULAR LIMITS | | | | | | | | |
| 120% | \$42,100 | \$48,100 | \$54,100 | \$60,100 | \$64,950 | \$69,750 | \$74,550 | \$79,350 |
| 80% | \$31,560 | \$36,060 | \$40,560 | \$45,060 | \$48,720 | \$52,220 | \$55,920 | \$59,520 |
| 60% | \$26,300 | \$30,050 | \$33,800 | \$37,550 | \$40,600 | \$43,600 | \$46,600 | \$49,600 |
| 50% | \$21,040 | \$24,040 | \$27,040 | \$30,040 | \$32,480 | \$34,980 | \$37,280 | \$39,680 |
| 40% | \$15,780 | \$18,030 | \$20,280 | \$22,530 | \$24,360 | \$27,160 | \$27,960 | \$29,760 |
| 30% | \$10,520 | \$12,020 | \$13,520 | \$15,020 | \$16,240 | \$17,440 | \$18,640 | \$19,840 |
| 20% | \$5,260 | \$6,010 | \$6,760 | \$7,510 | \$8,120 | \$8,720 | \$9,320 | \$9,920 |
| 10% | | | | | | | | |

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____