

# UNOFFICIAL COPY

FIRST AMERICAN

Doc # 2265461

**WARRANTY DEED  
ILLINOIS STATUTORY**



1212304005

Doc#: 1212304005 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/02/2012 08:40 AM Pg: 1 of 4

THE GRANTORS, WALLACE E. JAHNKE AND DOROTHY J. JAHNKE, husband and wife, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) to DANIEL A. LOPEZ, 10718 S. Mackinaw Ave., of the City of Chicago, County of Cook, State of Illinois, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof *an unmarried man*

SUBJECT TO: general real estate taxes not due and payable at the time of closing, covenants, conditions and restrictions of record, public and utility easements.

SUBJECT TO: *Restrictive Covenants, see Exhibit 'B' attached hereto and made a part hereof.*


hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 26-17-112-030-0000  
Address of Real Estate: 10724 S. AVENUE J, Chicago, Illinois 60617



Dated this 10 day of March, 2012.

*Wallace E. Jahnke*  
WALLACE E. JAHNKE

*Dorothy J. Jahnke*  
DOROTHY J. JAHNKE

REAL ESTATE TRANSFER	04/13/2012
 CHICAGO:	\$450.00
CTA:	\$180.00
TOTAL:	\$630.00

26-17-112-030-0000 | 20120401601994 | JHVF0R

REAL ESTATE TRANSFER	04/13/2012
  COOK	\$30.00
ILLINOIS:	\$60.00
TOTAL:	\$90.00

26-17-112-030-0000 | 20120401601994 | F5S40G

S N  
P 4  
S J  
SCY N  
INT AB

# UNOFFICIAL COPY

STATE OF ILLINOIS, COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT WALLACE E. JAHNKE AND DOROTHY J. JAHNKE, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10 day of March, 2012.



*[Signature]* (Notary Public)

Prepared By: Jonathan M. Aven  
180 N. Michigan Ave. #2105  
Chicago, Illinois 60601

Mail To:  
Juan Calzonzi  
JC Law Group  
10035 S. Escanaba  
Chicago, IL 60617

Name & Address of Taxpayer:  
DANIEL A. LOPEZ  
10724 S. AVENUE #J  
Chicago, IL 60617

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT THIRTY EIGHT (38) AND SOUTH HALF (1/2) OF LOT THIRTY NINE (39) IN BLOCK TWO (2) IN TAYLOR'S SUBDIVISION OF THE WEST ONE QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 26-17-112-030-0000 Vol. 0300

Property Address: 10724 South Avenue Unit J., Chicago, Illinois 60617

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "B"

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership in this property for a period of five (5) years (Retention Period) from the date of the recording of this deed.

- (i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, or change in ownership of the unit occurring prior to the end of the Retention Period.
- (ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:
  - (A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;
  - (B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or
  - (C) Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.
- (iii) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD.