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This document prepared by and after recording,

Please mail to:

Neighborhood Lending Services of Chicago

1279 N Milwaukee 4th Flr

Chicago Illinois 60622

Attn: Nina Aguilar



Doc#: 1432157118 Fee: \$42.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/17/2014 09:37 AM Pg: 1 of 3

40012514 3/3

GIT (11-6)

Property of Cook County Clerk's Office

Property Identification No.

16-02-216-007-0000

Property Address:

3541 West Hirsch

Chicago Illinois 60641

RECAPTURE AGREEMENT

This Recapture Agreement (this Agreement) dated as of the **28th day of October 2014** made by Rene Garcia (the Owner) Whose address is 3541 West Hirsch, Chicago, Illinois, in favor of the CFRAH Program (Grantor) Whose address is 1279 N Milwaukee 5th flr, Chicago Illinois 60622. * 60651

WITNESSETH

WHEREAS, the Owner is the holder of legal title to improvements and certain real property commonly known as, 3541 West Hirsch, Chicago, Illinois (the "Residence"), legally described in EXHIBIT A attached to and made a part of this agreement; and * 60651

WHEREAS, Grantor has agreed to make a Grant to the Owner in the amount of Fifteen thousand and 00/100 (15,000) (the CFRAH Program Grant), the proceeds of which are to be used for the rehabilitation of the Residence; and

WHEREAS, as in inducement to Grantor to make the CFRAH Program 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 CFRAH Program, the Owner agrees that if (1) The Residence is sold or otherwise transferred within five (5) years of the date of this Agreement, other than by will, inheritance or buy operation of law upon the death of a joint tenant Owner, or (2) 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 CFRAH Grant.

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3. Convenants 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 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 (5) annual anniversary of its date.

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

5. Subordination. This Agreement is and shall be subordinate to any and all mortgages securing a loan or loans to the Owner from a bank or financing institution.

IN WITNESS THEREOF, the Owner has executed this Agreement.

Owner:

Owner:

[Signature]
Signature
Rene Garcia
Print Name

Signature

Print Name

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

Acknowledgment

I, Sharon Y. Roman, a Notary Public in and for said county and state, do hereby certify that Rene Garcia, ~~husband and wife, as joint tenants~~ personally appeared before me and is/are known or proved to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be ~~his/her/their~~ free and voluntary act and deed and that ~~he/she/they~~ executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 28th day of October 2014

My Commission Expires: 6/24/2018 (SEAL)

[Signature]
Notary Public



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EXHIBIT "A"

LOT 166 IN DICKEY'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 2,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property address: 3541 West Hirsch Street, Chicago, IL 60651

Tax Number: 16-02-216-007

Property of Cook County Clerk's Office

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