## **UNOFFICIAL COPY**

Doc#. 1528649197 Fee: \$40.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/13/2015 10:21 AM Pg: 1 of 2

#### THIS DOCUMENT WAS PREPARED BY:

Neighborhood Housing Services of Chicago, Inc. 1279 N. Milwaukee 4<sup>th</sup> Floor Chicago, Illinois 60622

#### **AFTER RECORDING RETURN TO:**

Neighborhood Housing Services of Chicago, Inc. 1279 N. Miłwaukee 4<sup>th</sup> Floor Chicago, Illingis 50622 Attn: File Librar,

| Property Identificación Nun | nber: |
|-----------------------------|-------|
| 25-05-406-015-0000          | 2     |
|                             | 1     |
|                             | 0.    |
| Property Address:           | O)r   |
| 9247 S. Racine              |       |
| Chicago, Illinois 60620     |       |
|                             | _     |

(The Above Space for Recorder's Use Only)

### RECAPTURE LOAN AGREEMENT

| This Recapture Loan Agreement dated as of the <u>6th</u>  | day of _       | October          | ر, 2015 is er   | ntered into   |
|-----------------------------------------------------------|----------------|------------------|-----------------|---------------|
| and executed in favor of Neighborhood Housing Servi       | ces of Chica   | go, Inc. ("MnS   | "), an Illinoi: | s not-for-    |
| profit corporation having its offices at 1279 N. Milwau   | ikee, 4th Flo  | or, Chicago, I   | L 60622; ac     | ting as Agent |
| for the City of Chicago, Illinois, a municipal corporatio | n (the 'City') | , through its    | artmentربوD     | of Planning   |
| and Development ("DPD") having its offices at 121 N.      | LaSalle, Chi   | cago, Illinois ( | 60602 , which   | h is a third- |
| party beneficiary to this Recapture Loan Agreement a      | nd <u>Rub</u>  | y J. Johnson     | ("Beird         | .ver").       |
|                                                           |                |                  |                 |               |
| WHEREAS, the Borrower is the holder of legal title to     | improvemer     | nts and certai   | n real prope    | rty ເh≙       |
| "Residence"), legally described in Exhibit A attached to  | o and made     | a part of this   | agreement;      | and           |
| WHEREAS, NHS has agreed to make a Principal Loan in       | n the amoun    | t of \$ 19,921   | .00             | to the        |
| Borrower, the proceeds of which are to be used for th     | e rehabilita   | tion of the Re   | sidence; and    | ī             |
|                                                           |                |                  |                 |               |

WHEREAS, Borrower understands that NHS is making the funds available to the Borrower as a part of a City Of Chicago Program that serves Owners with household incomes at or below 120% of Area Median Income as determined by the Department of Housing and Urban Development ("HUD"). Owner agrees to own and occupy the Residence as Owner's principal residence for the entire 48 month deferral period as defined below. Owner further agrees (i) to repay NHS the pro-rated balance of the Principal Amount

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if the events as defined in subsection 1 or subsection 2 of this Recapture Agreement occur before the end of the 48 month deferral period.

If Owner abides by the terms of this Recapture Agreement, the Principal Amount will be fully deferred and incrementally forgiven during the 48 month Deferral Period and entirely forgiven.

The Principal Amount of this Recapture Agreement will be forgiven at a rate of twenty five percent (25%) per year for four (4) years. The pro-rated balance for any full or partial year will be due and repayable upon any of the following events:

- 1. if the Residence is conveyed, sold or otherwise transferred, other than by will, inheritance or by operation of law upon the death of a joint tenant Owner, or
- 2. the Owner ceases to occupy the Residence as their principal residence, the full or pro-rated remaining indebtedness hereof shall become immediately due and payable in full.

Borrower understands the terms of this Recapture Agreement and acknowledges and agrees to the stipulations and provisions contained herein.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

OFFICIAL SEAL
DESTINY L'EDMONDS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/20/18

Gul Johnson Borrower

Borrower

State of Illinois

This instrument was acknowledged before me this day of October, 20/5

County of Cook

Notary Public

**Exhibit A (Legal Description)** 

LOT 16 AND LOT 17 (EXCEPT THE SOUTH 15 FEET) OF ELMORE'S BEVERLY HILLS ADDITION, BEING A SUBDIVISION OF BLOCK 20 IN THE SUBDIVISION OF THAT PART WESTERLY OF RIGHT OF WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF LOTS 1 TO 36 INCLUSIVE IN HARRY MAYER'S SUBDIVISION OF BLOCK 21 IN SUBDIVISION IN SUBDIVISION OF THAT PART WESTERLY OF RIGHT OF WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH HALF OF SECTION 5 AFORESAID IN COOK COUNTY, ILLINOIS.