UNOFFICIAL COPY

Doc#. 1602256047 Fee: \$40.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/22/2016 09:26 AM Pg: 1 of 2

THIS DOCUMENT WAS PREPARED BY:

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

AFTER RECORDING RETURN TO:

Neighborhood Housing Services of Chicago, Inc. 1279 N. Milwaukee 4th Floor Chicago, Illinois C0622 Attn: File Library

Property Identification Null 25-15-213-013-0000	mber:
Property Address: 725 E. 104 th Place	9-0x
Chicago, Illinois 60628	_ ()

(The Above Space for Recorder's Use Only)

RECAPTURE LOAN AGREEMENT

This Recapture Loan Agreement dated as of the <u>23rd</u> day of <u>Decamber</u>, 2015 is entered into and executed in favor of Neighborhood Housing Services of Chicago, Inc ("NHS"), an Illinois not-for-profit corporation having its offices at 1279 N. Milwaukee, 4th Floor, Chicago, IL 60622; acting as Agent for the City of Chicago, Illinois, a municipal corporation (the 'City'), through its Department of Planning and Development ("DPD") having its offices at 121 N. LaSalle, Chicago, Illinois 60602, which is a third-party beneficiary to this Recapture Loan Agreement and <u>Leroy Archibald Jr.</u> ("Borrower").

WHEREAS, the Borrower is the holder of legal title to improvements and certain real property (are "Residence"), legally described in Exhibit A attached to and made a part of this agreement; and

WHEREAS, NHS has agreed to make a Principal Loan in the amount of \$\,\frac{20,000.00}{\,}\text{to the Borrower,}\text{ the proceeds of which are to be used for the rehabilitation of the Residence; and

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

1602256047 Page: 2 of 2

UNOFFICIAL COPY

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 いれのersigned

OFFICIAL SEAL
DESTINY L'EDMONDS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/30/18

Borrower

Borrower

State of Illinois

This instrument was acknowledged before me this

23rd day of Necember 1

County of Cook

Exhibit A (Legal Description)

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, MORE FULLY DESCRIBED AS:

LOT 45 (EXCEPT THE WEST 23 FEET), LOT 46 AND LOT 47 (EXCEPT THE EAST 21 FEET) IN BLOCK Z IN CHICAGO TITLE AND TRUST COMPANY'S ADDITION TO PULLMAN OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS