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Doc#: 1730057008 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/27/2017 09:38 AM Pg: 1 of 8

THIS DOCUMENT WAS PREPARED
Legal Department
Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601

AFTER RECORDING THIS DOCUMENT SHOULD

BE RETURNED TO:

Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Hardest Hit Fund

Property Identification No.:
17081410191003

Property Address: _____
400 N. Racine Avenue #103A
Chicago, Illinois

Illinois Hardest Hit Fund
Homeowner Emergency Loan Program

HELP

(The Above Space for Recorder's Use Only)

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 14th day of September, 2017, made by Thomas Joyce and _____ Divorced (the "Owner") whose address is 400 N. Racine Avenue #103A, Chicago, Illinois, in favor of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Act"), and the rules promulgated under the Act, as amended and supplemented (the "Rules") whose address is 111 E. Wacker Drive, Suite 1000, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Owner is the owner of the fee estate of that certain real property which is commonly known as 400 N. Racine Avenue #103A, Chicago, Illinois and all the improvements now or hereafter located thereon and which is legally described on Exhibit A attached to and made a part of this Agreement (the "Residence"); and

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WHEREAS, the Authority has agreed to make a forgivable loan to the Owner in the **LESSER AMOUNT of the following** the (“**Forgivable Loan**”): Thirty-Five Thousand and No/100 Dollars (\$35,000.00), or (b) twelve (12) months of interim mortgage payment assistance for the Property pursuant to the Authority’s Illinois Hardest Hit Fund Homeowner Emergency Loan Program (the “**Program**”);

WHEREAS, in addition to this Agreement, the Forgivable Loan is evidenced, secured and governed by the following documents which have been entered into contemporaneously with the execution of this Agreement: (a) the Forgivable Loan Agreement between the Owner and the Authority, (b) the Promissory Note from the Owner to the Authority (the “**Note**”) and (c) all other documents that evidence, govern or secure the Forgivable Loan (the “**Ancillary Loan Documents**”). This Agreement, the Forgivable Loan Agreement, the Note and the Ancillary Loan Documents are collectively referred to herein as the “**Loan Documents**”;

WHEREAS, terms not otherwise defined herein shall have the meaning ascribed thereto in the Forgivable Loan Agreement; and

WHEREAS, as an inducement to the Authority to make the Forgivable Loan, 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. **Recapture**.
 - a. As a condition to the Authority’s making of the Forgivable Loan, the Owner agrees to repay to the Authority the Repayment Amount (as defined in subparagraph b. below) if one or more of the following events (each such event is called a “**Recapture Event**”) occurs before the Termination Date (as defined in Paragraph 3 below):
 - (i) the Owner sells, conveys or transfers title to the Residence and there are Net Proceeds;
 - (ii) the Owner refinances the Residence in a manner such that it is not a Permitted Refinancing (as defined below); or
 - (iii) an Event of Default (as defined in Paragraph 4 below) occurs pursuant to the terms of any of the Loan Documents.

The following events (each such event is called a “**Permitted Transfer**”) are *not* Recapture Events:

- (v) a transfer to a spouse as a result of a divorce;

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- (vi) a transfer by operation of law to a surviving spouse upon the death of a joint tenant Owner;
- (vii) a transfer by will; or
- (viii) a Permitted Refinancing.

The term "Permitted Refinancing" means a refinancing that lowers the interest rate of the first mortgage loan on the Residence, decreases its term or lowers the monthly payment of the loan; it does **not** include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Owner to receive money as a result of the refinancing.

b. If a Recapture Event occurs during the first sixty (60) months after the date payments discontinue, but before the Termination Date the Owner shall pay to the Authority the full amount of the Forgivable Loan reduced by 1/60th of that amount for each full month the Owner has occupied the Residence after the date payments discontinue (the "Repayment Amount"). Notwithstanding the foregoing, (i) if the Repayment Amount is greater than the Net Proceeds, the Owner must pay only the amount of the Net Proceeds, and the amount of the Repayment Amount in excess of the Net Proceeds shall be forgiven, or (ii) if there are no Net Proceeds then the full amount of the Forgivable Loan shall be forgiven. For purposes of this Agreement, "Net Proceeds" means the proceeds of the sale or transfer of the Residence after payment of reasonable and customary closing costs and expenses less (i) the amount of any documented capital improvement costs to the Residence incurred by the Owner after the date of this Agreement, as approved by the Authority, in its sole discretion, and (ii) the Owner's initial contribution to the cost of acquiring the Residence.

3. **Covenants to Run With the Land; Self-Operative Termination Provision.** This Agreement shall encumber the Residence and be binding on any future owner of the Residence and the holder of any legal, equitable or beneficial interest in it for five (5) years from the date payments discontinue (the "Termination Date"); provided, however: that: (a) if no Recapture Event occurs before the Termination Date; (b) if any sale, conveyance or transfer of the Residence occurs due to a foreclosure or a deed in lieu of foreclosure; this Agreement shall automatically terminate and shall be deemed to have been released and this release provision shall be self-operative without the need, necessity or requirement for the Authority to record a written release or termination of this Agreement.

4. **Event of Default.** The following shall constitute a default under this Agreement (an "Event of Default"): (a) Owner's failure to make any payment due under this Agreement, or (b) if the Owner commits fraud under the Loan Documents or pursuant to the Program as determined by a court of competent jurisdiction ("Fraud"). The Authority shall give written notice of an Event of Default to Owner at the Residence. Upon an Event of Default the Authority may:

- a. Declare the unforgiven portion of the Forgivable Loan immediately due and payable;

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- b. Refuse to subordinate this Agreement to any subsequently recorded document or lien; and/or
- c. For the commission of Fraud only, exercise such other rights or remedies as may be available to the Authority hereunder or under any of the Loan Documents, at law or in equity.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies. No delay on the part of the Authority in exercising any rights hereunder, failure to exercise such rights or the exercise of less than all of its rights shall operate as a waiver of any such rights.

5. **Amendment.** This Agreement shall not be altered or amended without the prior written approval of the Authority.

6. **Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

7. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

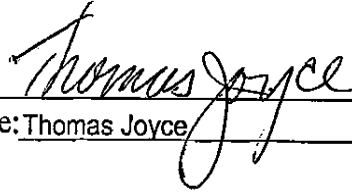
8. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the agreement.

9. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORGIVABLE LOAN OR THIS AGREEMENT.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date and year first above written.



Printed Name: Thomas Joyce

Printed Name: _____

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
cook COUNTY)

I, Kendy Meraz, a Notary Public in and for said county and state, do hereby certify that Thomas Joyce is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of September 2017

Kendy Isele Meraz
Notary Public

My commission expires: March 16, 2021

STATE OF ILLINOIS)
) SS
___ COUNTY)



I, _____, a Notary Public in and for said county and state, do hereby certify that _____ is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ___ signed and delivered the said instrument as ___ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20____

Notary Public

My commission expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
cook COUNTY)

I, Kendy Meraz, a Notary Public in and for said county and state, do hereby certify that Thomas Joyce is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of September 2017

Kendy Icela Meraz
Notary Public

My commission expires: March 16, 2021

STATE OF ILLINOIS)
) SS
____ COUNTY)



I, _____, a Notary Public in and for said county and state, do hereby certify that _____ is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20____

Notary Public

My commission expires: _____

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EXHIBIT A

Legal Description

PARCEL 3:

ALL THAT PART OF THE EAST - WEST 48 FOOT VACATED PUBLIC COURT LYING SOUTH, SOUTHEASTERLY AND EAST OF THE FOLLOWING DESCRIBED LINE:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 6; THENCE WEST ALONG THE NORTH LINE OF LOT 6 EXTENDED WEST TO THE POINT OF INTERSECTION WITH A LINE 15 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF A TRIANGULAR PART OF LOT 28 DEDICATED FOR PUBLIC ALLEY RECORDED IN THE OFFICE OF THE RECORDED OF DEEDS, IN COOK COUNTY, ILLINOIS, DECEMBER 30, 1908 AS DOCUMENT 4307923; THENCE SOUTHWESTERLY TO THE POINT OF INTERSECTION OF A LINE, 15 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 28 TO 33, BOTH INCLUSIVE, AND SAID LINE, 15 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF A TRIANGULAR PART OF LOT 28 DEDICATED FOR PUBLIC ALLEY RECORDED AS DOCUMENT 4307923; THENCE WEST ALONG SAID LINE 15 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 28 TO 33 BOTH INCLUSIVE, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 19 EXTENDED NORTH; THENCE SOUTH ALONG THE WEST LINE OF LOT 19 EXTENDED NORTH AND TERMINATING AT THE NORTHWEST CORNER OF LOT 19; LYING NORTH OF THE NORTH LINE OF LOTS 14 TO 19, BOTH INCLUSIVE, AND EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, AND LYING WEST OF THE WEST LINE OF LOTS 6, 7 AND 8, ALL IN BLOCK 1 IN D.M. HAMBLETON'S SUBDIVISION OF LOT "E" OF CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND SUBDIVISION OF BLOCK 1 OF THE SAME; ALSO ALL THAT PART OF THE NORTH - SOUTH 15 FOOT VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 7 TO 13, BOTH INCLUSIVE, LYING EAST OF THE EAST LINE OF LOT 14; LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14; AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 13 TO THE SOUTHEAST CORNER OF LOT 14, ALL IN BLOCK 1 IN D.M. HAMBLETON'S SUBDIVISION OF LOT "E" OF CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93706515 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
 THE EXCLUSIVE RIGHT TO THE USE OF P-1 03A, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 93706515

Common Address:

400 N. Racine Avenue #103A
Chicago, IL 60642

Permanent Index No.:

17081410191003