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Prepared by, recording requested by,
and when recorded mail to:

Unison Agreement Corp.
P.O. Box 26800
San Francisco, CA 94126-6800

Unison HomeOwner Agreement ID Number:
FRX-054724

Doc#: 1814229315 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/22/2018 01:21 PM Pg: 1 of 8

Property Address 4440 Dubois Blvd, Brookfield, IL 60513

MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

This **MEMORANDUM OF UNISON HOMEOWNER AGREEMENT** (“Unison HomeOwner Recorded Memorandum”) is entered into as of 04/27/2018 (“Effective Date”) by and between **COLE A. TURGEON AND CHRISTINE A. TURGEON, HIS WIFE, NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS** (individually or collectively “Owner”) and Unison Agreement Corp., a Delaware corporation, and its successors and assignees (“Benefited Party”), whose address is 650 California Street, Suite 1800, San Francisco, CA 94108.

MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

Owner hereby declares that Owner has entered into that certain Unison HomeOwner Agreement (“Unison HomeOwner Agreement”) with Benefited Party, as of the Effective Date, pursuant to which Owner grants and conveys to Benefited Party the option to purchase an undivided percentage interest in that certain real property (the “Property”) described in attached **SCHEDULE A** (“Option”) and pursuant to which Owner has made certain covenants and promises to, or for the benefit of, Benefited Party in connection with the Property, all as more particularly described and on the terms and conditions stated in the Unison HomeOwner Agreement. The percentage interest shall equal the Investor Percentage as specified in the Unison HomeOwner Option Agreement. The Option is irrevocable by Owner. The term of the Option shall commence on the Effective Date and shall expire at 11:59 p.m., Pacific Time, on the day immediately preceding the thirtieth (30th) anniversary of the Effective Date (“Expiration Date”) (subject to certain extensions as set forth in the Unison HomeOwner Agreement). The terms of the Unison HomeOwner Agreement are hereby incorporated into this Unison HomeOwner Recorded Memorandum by this reference.

MEMORANDUM OF COVENANTS RUNNING WITH THE LAND

This Unison HomeOwner Recorded Memorandum identifies the covenants and promises set forth in the Unison HomeOwner Agreement that run with the land and will be binding upon any party who acquires Owner’s interest in the Property so long as the Unison HomeOwner Agreement has not expired or been terminated. The Unison HomeOwner Agreement covenants are deemed to be covenants running with the land within the meaning of the applicable law of the State of Illinois so as to give it the broadest possible application, and include, without limitation:

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- a. **Section 8.2** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain and repair the Property and to ensure that use of the Property complies with all applicable state, federal and local laws and regulations.
- b. **Section 8.16** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.
- c. **Section 8.10** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to pay all taxes and assessments accruing on the Property.
- d. **Section 8.8** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to occupy the Property as Owner's principal residence and prohibits use of the Property for commercial or other non-residential purposes.
- e. **Section 8.9** of the Unison HomeOwner Covenant Agreement which, among other things, restricts the ability of Owner to increase the amount of debt to third parties secured by liens on the Property beyond the Maximum Authorized Debt specified in the Unison HomeOwner Agreement, and requires Owner to keep the Property free of liens prohibited under the terms of the Unison HomeOwner Agreement or not otherwise approved by Benefited Party.
- f. **Article Three** of the Unison HomeOwner Covenant Agreement which, among other things, restricts the right of Owner to transfer the Property other than as expressly permitted under the terms of the Unison HomeOwner Agreement.

[This space is intentionally left blank.]

RELEASE

This Unison HomeOwner Recorded Memorandum shall remain in full force and effect until released by a written termination or quitclaim deed executed and notarized by Benefited Party and recorded in the real property records for the county where the Property is located, or until extinguished by operation of law.

[Signatures appear on the following page.]

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READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH BENEFITED PARTY, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PROGRAM GUIDE, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS UNISON HOMEOWNER RECORDED MEMORANDUM, THE OTHER TRANSACTION DOCUMENTS, AND THE OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN OWNER AND BENEFITED PARTY AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, the undersigned Benefited Party and Owner have each executed this Unison HomeOwner Recorded Memorandum as of the date set forth above.

BENEFITED PARTY:

Unison Agreement Corp., a Delaware corporation

By: _____

Name: Ismael Casas, Jr.

Title: Vice President

Date signed: _____

OWNER:

By: Cole A. Turgeon
Cole A. Turgeon

Date signed: 5/10/2018

By: Christine A. Turgeon
Christine A. Turgeon

Date signed: 5/10/2018

By: _____

Date signed: _____

By: _____

Date signed: _____

Property Address:

4440 Dubois Blvd
Brookfield, IL 60513

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BENEFITED PARTY'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) JL ^{6/8}
) ss. ^{6/8}
COUNTY OF SAN FRANCISCO) Cook ^{6/8}

On May 10, 20 18, before me Greg G Yuenger,
Notary Public, personally appeared Cole A. Turgeon, Christina A Turgeon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. JL ^{6/8}

WITNESS my hand and official seal.



Signature
Greg G Yuenger (seal)

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READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH BENEFITED PARTY, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PROGRAM GUIDE, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS UNISON HOMEOWNER RECORDED MEMORANDUM, THE OTHER TRANSACTION DOCUMENTS, AND THE OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN OWNER AND BENEFITED PARTY AS OF THE EFFECTIVE DATE.

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Date signed: 5/10/2018

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By: _____

Cole A. Turgeon

Date signed: _____

By: _____

Christine A. Turgeon

Date signed: _____

By: _____

Date signed: _____

By: _____

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State of California
County of San Francisco)

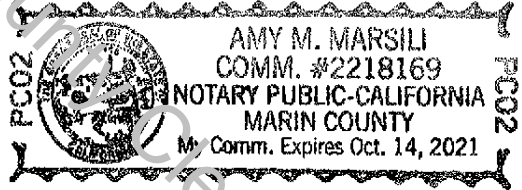
On May 10, 2018 before me, Amy M Marsili, Notary Public
(insert name and title of the officer)

personally appeared Ismael Casas Jr
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy M Marsili



(Seal)

PROPERTY OF COUNTY CLERK'S OFFICE

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OWNERS' ACKNOWLEDGMENT

[Notary Acknowledgment(s) must be attached.]

Property of Cook County Clerk's Office

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SCHEDULE A

LEGAL DESCRIPTION

That certain real property situated in the City of Brookfield, County of Cook, State of IL, described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOTS 32 AND 33 IN BLOCK 13 IN WEST GROSSDALE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: 2000 AND 2001 TAXES AND SUBSEQUENT YEARS

APN/Tax ID Number/Parcel Identification Number: 18-03-309-050

[end of legal description]