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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/25/2018 09:24 AM PG: 1 OF 5

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

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

Unison HomeBuyer Agreement ID Number:  
FRX-055657

PT 1847050 3 of 6

## MEMORANDUM OF UNISON HOMEBUYER AGREEMENT

This MEMORANDUM OF UNISON HOMEBUYER AGREEMENT ("Unison HomeBuyer Recorded Memorandum"), is entered into as of 07/09/2018 ("Effective Date"), by and between MICHAEL FRICANO AND KRISTINE FRICANO, TENANCY BY ENTIRETY (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 HOMEBUYER AGREEMENT

Owner hereby declares that Owner has entered into that certain Unison HomeBuyer Agreement ("Unison HomeBuyer 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 HomeBuyer Agreement. The percentage interest shall equal the Investor Percentage as specified in the Unison HomeBuyer 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 (30<sup>th</sup>) anniversary of the Effective Date ("Expiration Date") (subject to certain extensions as set forth in the Unison HomeBuyer Agreement). The terms of the Unison HomeBuyer Agreement are hereby incorporated into this Unison HomeBuyer Recorded Memorandum by this reference.

### MEMORANDUM OF COVENANTS RUNNING WITH THE LAND

This Unison HomeBuyer Recorded Memorandum identifies the covenants and promises set forth in the Unison HomeBuyer 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 HomeBuyer Agreement has not expired or been terminated. The Unison HomeBuyer 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 HomeBuyer 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 HomeBuyer Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.
- c. **Section 8.10** of the Unison HomeBuyer 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 HomeBuyer 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 HomeBuyer 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 HomeBuyer Agreement, and requires Owner to keep the Property free of liens prohibited under the terms of the Unison HomeBuyer Agreement or not otherwise approved by Benefited Party.
- f. **Article Three** of the Unison HomeBuyer 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 HomeBuyer Agreement.

[This space intentionally left blank.]

## RELEASE

This Unison HomeBuyer 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 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, CONDITIONAL APPROVAL PACKAGE, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PROGRAM GUIDE, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS UNISON HOMEBUYER 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 HomeBuyer 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: 7/19/2018


**OWNER:**

By:   
Michael Fricano

Date signed: 7/12/18

By: \_\_\_\_\_

Date signed: \_\_\_\_\_

By:   
Kristine Fricano

Date signed: 7/12/18

By: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Property Address:**

1113 N Brentwood Ln  
Mount Prospect, IL 60056

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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.

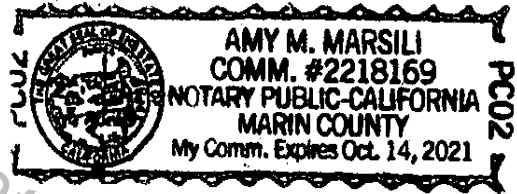
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On July 9, 2018, before me Amy M. Marsili,  
Notary Public, personally appeared Isaac AAS 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)



## OWNERS' ACKNOWLEDGEMENT

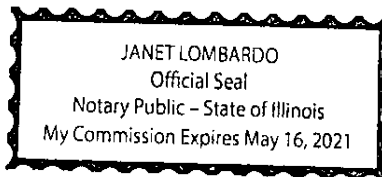
STATE OF Illinois )  
 ) ss.  
COUNTY OF DuPage )

On 12 July, 2018, before me Janet Lombardo,  
personally appeared Michael Fricano and Kristine Fricano  
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 IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



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## SCHEDULE A

### LEGAL DESCRIPTION

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

The land referred to in this Commitment is described as follows:

LOT 205 IN BRICKMAN 1ST ADDITION, UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 03-26-307-007-0000

[end of legal description]