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Doc#. 1919355204 Fee: \$88.00

Edward M. Moody

Cook County Recorder of Deeds Date: 07/12/2019 12:45 PM Pg: 1 of 2

#### THIS DOCUMENT WAS PREPARED BY:

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

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

Neighborhood Housing Services of Chicago, Inc. 1279 N. Milwaukee 4<sup>th</sup> Floor Chicago, Iilinois 60622 Attn: File Morary

Property Identification Number: 16-11-204-009-07:00	
	<u> </u>
Property Address:	
741 N Homan	O
Chicago, IL 60624	

(The Above Space for Recorder's Use Only)

### RECAPTURE LOAN AGREEMENT

## Targeted Home Improvement Forgivable Lean Program

This Recapture Loan Agreement dated as of the 11<sup>th</sup> day of July, 2019 is entered into and executed in favor of Neighborhood Housing Services of Chicago, Inc. ("NH5"), an illinois ref-ior-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 Housing ("DOH") having its offices at 121 N. LaSalle, Chicago, Illinois 60602, which is a third-party beneficiary to this Recapture Loan Agreement and Jannie Miles ("Borrower").

WHEREAS, the Borrower is the holder of legal title to improvements and certain real property (the "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 \$25,000.00 to the Borrower, 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 80% 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 60 month deferral period

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as defined below. Owner further agrees (i) to repay NHS the pro-rated balance of the Principal Amount if the events as defined in subsection 1 or subsection 2 of this Recapture Agreement occur before the end of the 60 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 60 month Deferral Period and entirely forgiven.

The Principal Amount of this Recapture Agreement will be forgiven at a rate of twenty percent (20%) per year for five (5) 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 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 corms of this Recapture Agreement and acknowledges and agrees to the stipulations and provision. Contained herein.

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

Borrowe

Borrower

State of Illinois

This instrument was acknowledged before me this

**County of Cook** 

Notary Public

Exhibit A (Legal Description)

LOT 13 IN JOHN M. WAY'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS

OFFICAL BEAL
JOHN M. GP.CSNE
Notary Public - State of Illinois
My Commission Expires a 75/2020