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THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn:



Doc# 2003113092 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/31/2020 02:18 PM PG: 1 OF 4

Property Identification No.:
25-28-108-029-0000
Property Address:
12026 S. Emerald Avenue
Chicago, Illinois

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (this "Agreement") dated as of the 24th day of January, 2020, made by Lybia Hollins (the "Household") whose address is 12026 S. Emerald Avenue, Chicago, Illinois 60628, in favor of the **HABITAT FOR HUMANITY CHICAGO** ("Grantor") whose address is 1100 W. Cermak, Suite 404, Chicago, Illinois 60608.

WITNESSETH:

WHEREAS, the Household is the holder of legal title to improvements and certain real property commonly known as 12026 S. Emerald Avenue, Chicago, Illinois 60628, (the "Residence"), legally described in **Exhibit A** attached to and made a part of this Agreement; and

WHEREAS, Grantor has agreed to make a grant or subsidy to the Owner in the amount of Six Thousand and no/100 (\$6,000.00) (the "Grant"), in connection with Owner's purchase of the Residence; and

WHEREAS, as an inducement to Grantor to make the Grant, the Household 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. **Restrictions**. As a condition of the Grantor's sale of the Residence, the Household agrees that if (i) the Residence is sold or otherwise transferred within five (5) years of the date of this Agreement, other than by will, inheritance or by operation of law upon the death of a joint tenant Household, or (ii) the Household ceases to occupy the Residence as her principal residence within this five (5) year period, the Household shall repay to the Grantor a pro-rated portion of any funds provided as a grant or subsidy toward the purchase of the Residence ("Repayment Portion").

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3. **Violation of Agreement by Owner.** Upon violation of any of the provisions of this Agreement by the Household, Grantor shall give notice of such violation to the Household as provided in this Agreement. Upon such default Grantor may:

- a) Declare any Repayment Portion immediately due and payable; and/or
- b) Exercise such other rights or remedies as may be available to Grantor under this Agreement, at law or in equity.

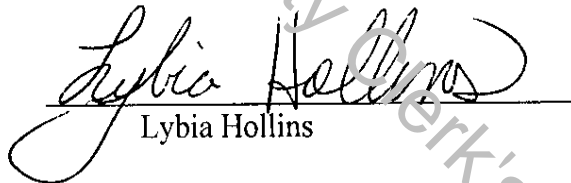
No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise such rights or the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights. Grantor's remedies are cumulative and the exercise of one shall not be deemed an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

4. **Covenants to Run With the Land; Termination.** The agreements set forth in 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 the term of this Agreement. This Agreement shall automatically terminate as of the fifth (5th) annual anniversary of its date.

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

IN WITNESS WHEREOF, the Household has executed this Agreement.

HOUSEHOLD.



 Lybia Hollins


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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

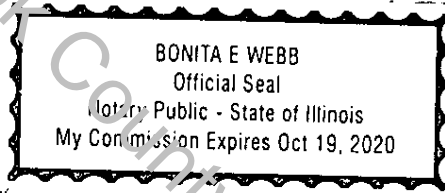
ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Lybia Hollins, who 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 she signed and delivered the said instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of January, 2020.



Notary Public



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EXHIBIT A

Legal Description of the Property

P.I.N.: 25-28-108-029-0000

Common Address: 12026 S. Emerald Ave. Chicago, IL 60628

LOT 11 IN BLOCK 13 IN WEST PULLMAN, A SUBDIVISION, OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office