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Doc#: 2111012177 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/20/2021 08:00 AM Pg: 1 of 3

**THIS INSTRUMENT WAS
PREPARED BY:**

AFTER RECORDING RETURN TO:
Illinois Housing Development Authority
111 E. Wacker Dr., Suite 1000
Chicago, Illinois 60601
Attn: Homeownership Department

PIN:
4850 S PRAIRIE AVE APT 1S
CHICAGO, Illinois 60615

SmartBuy Program

FIRST AMERICAN TITLE

FILE # AF1005684 DEED RESTRICTION

THIS DEED RESTRICTION, made and entered into as of this 9th day of April, 2021
(the "Effective Date"), by Nikhaule A Martin and (the "Owner").

The Owner is the owner of the property commonly described as
4850 S PRAIRIE AVE APT 1S, CHICAGO, Illinois 60615 and more particularly described as:

UNIT NUMBER 1S IN THE PRAIRIE AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 9 AND 10 IN BLOCK 3 IN ELEANOR'S SUBDIVISION OF THE SOUTH 12 ACRES OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97717767, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

(the "Property").

The Owner does hereby impress all of the Property with the following deed restrictions (the "Restrictions"):

OWNER MAY NOT SELL, TRANSFER OR ASSIGN HIS/HER/THEIR

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INTEREST IN THE PROPERTY, OR ANY PART THEREOF, UNLESS AND EXCEPT (A) SUCH SALE, TRANSFER OR ASSIGNMENT MEETS THE INCOME AND PURCHASE PRICE LIMITS OF THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY IN EFFECT AT THE TIME OF THE PROPOSED SALE, TRANSFER OR ASSIGNMENT AND (B) THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY PROVIDES WRITTEN CONSENT TO ANY SUCH SALE, TRANSFER, OR ASSIGNMENT.

The Restrictions shall continue in full force in effect from the Effective Date for a period of three (3) years or until terminated by the Illinois Housing Development Authority, a body politic and corporate (the "Authority"), whichever shall occur first. Upon expiration of the three (3) year term, this document shall automatically terminate, and no additional release shall be required to effectuate such termination. Notwithstanding anything to the contrary contained herein, the Restrictions shall automatically terminate if title to the Property is transferred pursuant to foreclosure or a deed-in-lieu of foreclosure,

The Owner agrees that these Restrictions inure to the benefit of the Authority. The Owner hereby grants the Authority the right to enforce this document by any lawful means, including, but not limited to, applying to any court for specific performance or for an injunction against any violations of this document. If the Authority prevails in a legal proceeding to enforce this document, the Owner agrees that the Authority shall be entitled to recover damages, attorney's fees and court costs. The right of the Authority to enforce this document shall not be waived, expressly or otherwise.

The provisions of this document are hereby declared covenants running with the land and, except as otherwise provided herein, are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Except as otherwise provided herein, any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IN WITNESS WHEREOF, the undersigned have caused this Deed Restriction to be executed as of the Effective Date.

OWNER:

Nikhaule A. Martin
Printed Name: Nikhaule A Martin

Printed Name:

Printed Name:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that NIKHAULE A MARTIN, A SINGLE PERSON,

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/she signed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 2021.

Rose Niven

Notary Public

