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Prepared by,
recording requested by, and when recorded mail
to:
Lily Kwong
Unison Agreement Corp.
PO Box 2389
San Francisco, CA 94126

650 California St, Suite 1800
San Francisco, CA 94108

Unison ID Number: FRX-384208
Title File Number: IL748349
Parcel Identification Number:
11-30-323-024-0000

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Karen A. Yarbrough
Cook County Clerk
Date: 06/03/2021 10:51 AM Pg: 1 of 8

MEMORANDUM OF HOMEOWNER AGREEMENT

This **MEMORANDUM OF HOMEOWNER AGREEMENT** ("**HomeOwner Recorded Memorandum**") is entered into as of May 4, 2021 ("**Effective Date**") by TRISTAN BRANDON, A SINGLE MAN, whose address is 2025 W Chase Ave, Chicago, IL 60645 (individually or collectively "**Owner**").

Owner hereby declares that Owner has entered into that certain HomeOwner Agreement ("**HomeOwner Agreement**") with 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, as of the Effective Date, pursuant to which Owner grants and conveys to Benefited Party the option to purchase an undivided percentage interest ("**Option**") in that certain real property (the "**Property**") described in attached **SCHEDULE 1**, 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 HomeOwner Agreement. The percentage interest shall equal the Investor Percentage, as specified in the 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 HomeOwner Agreement). The terms of the HomeOwner Agreement are hereby incorporated into this HomeOwner Recorded Memorandum by this reference.

MEMORANDUM OF COVENANTS RUNNING WITH THE LAND

This HomeOwner Recorded Memorandum identifies the covenants and promises set forth in the 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 HomeOwner Agreement has not expired or been terminated. The HomeOwner Agreement covenants are deemed to be covenants running with the land within the meaning of so as to give it the broadest possible application, and include, without limitation:

- a. **Section 8** of the 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 14** of the HomeOwner Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.
- c. **Section 12** of the HomeOwner Covenant Agreement which, among other things, requires Owner to pay all taxes and assessments accruing on the Property.

Owner's Initials: JB

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- d. **Section 3** of the 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 11** of the 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 HomeOwner Agreement, and requires Owner to keep the Property free of liens prohibited under the terms of the HomeOwner Agreement or not otherwise approved by Benefited Party.
- f. **Section 4A** of the 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 HomeOwner Agreement.

RELEASE

This 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.

In construing this Memorandum of Home Owner Agreement, where the context so requires, singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

[Signatures appear on following page.]

Owner's Initials:  _____

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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 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 Recorded Memorandum as of the date set forth above.

BENEFITED PARTY:

Unison Agreement Corp.,
a Delaware corporation
650 California St Suite 1800, San Francisco, CA 94108

Sign: [Signature]

Date: 5/7/2021

Name: Lily Kwong

Title: Authorized Signatory

OWNER(S):

Sign: [Signature]

Tristan Brandon

Date:

Owner Address:

2025 W Chase Ave, Chicago, IL 60645

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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 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 Recorded Memorandum as of the date set forth above.

BENEFITED PARTY:

Unison Agreement Corp.,
a Delaware corporation
650 California St Suite 1800, San Francisco, CA 94108

Sign: _____ Date: _____
Name: Lily Kwong
Title: Authorized Signatory

OWNER(S):

Sign: Tristan Brandon
Tristan Brandon
Date: 5.5.2021

Owner Address:

2025 W Chase Ave, Chicago, IL 60645

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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 _____, before me _____, Notary Public, personally appeared Lily Kwong 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

(seal)

SEE ATTACHED

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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)
County of San Francisco)

On 5/7/21 before me, Penny Mae Juco, a notary public
personally appeared Lily Kwong 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.

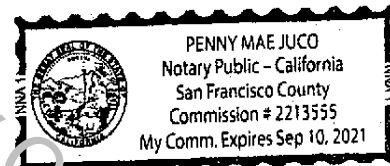
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Penny Mae Juco

(Seal)



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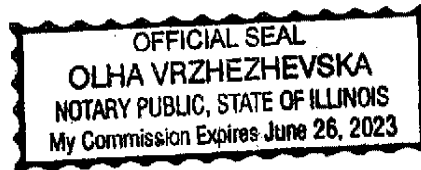
OWNERS' ACKNOWLEDGMENT

State of ILLINOISCounty of COOKThe foregoing instrument was acknowledged before me this 05/05/2021 (date) by
TRISTAN BRANDON (name(s) of individual(s) acknowledged).

Notary's official signature

OLHA VRZHEZHEVSKA

(Seal)

Notary's name Olha Vrzhezhevsk

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SCHEDULE A

LEGAL DESCRIPTION

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

The following described Real Estate in Cook County, in the State of Illinois, to wit:

Lot 16 and the West 2 feet of Lot 15 in Mulholland and Snelling's Resubdivision of Lots 5 to 12 inclusive in Block 1 and Lots 23 to 30 inclusive in Block 12 in Congdon's Ridge Addition to Rogers Park, a Subdivision of the South 50 acres of the Southwest Fractional Quarter of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

APN: 11-30-323-024-0000

[end of legal description]