

# UNOFFICIAL COPY

**THIS INSTRUMENT WAS  
PREPARED BY:**

Fairway Independent  
Mortgage Corporation  
4201 Marsh Lane  
Carrollton, TX 75007

Doc#: 2120421020 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/23/2021 07:29 AM Pg: 1 of 4

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

**PIN:** 14-19-127-050-1001; 14-19-127-050-1007  
2225 W WAVELAND AVE APT G  
Chicago, Illinois 60618

SmartBuy Program

**THIS DOCUMENT MUST BE RECORDED  
DEED RESTRICTION**

THIS DEED RESTRICTION, made and entered into as of this 16th day of July, 2021  
(the "Effective Date"), by Korynn Frantz (the "Owner").

The Owner is the owner of the property commonly described as  
2225 W WAVELAND AVE APT G , Chicago, Illinois 60618 and more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL  
PURPOSES.

4074  
**FIRST AMERICAN TITLE**  
**FILE #** 309891

(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.

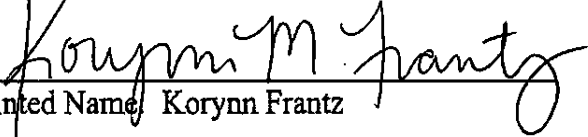
The Restrictions shall continue in full force in effect from the Effective Date for a period of three (3) years or until terminated by the Illinois Housing Development Authority, a body politic and corporate (the "Authority"), whichever shall occur first. Upon expiration of the three (3) year term, this 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:

  
Printed Name: Korynn Frantz

\_\_\_\_\_  
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  
Korinna M Frantz,

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 16 day of July, 2021



[Signature]  
Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: PARCEL 1: UNIT NUMBER 1 AND G -2 -IN THE 2225 WAVELAND CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 39 IN WILLIAM ZELOSKY'S SUBDIVISION OF BLOCK 24 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0700315060; AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-1, AS LIMITED COMMON ELEMENTS AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0700315060.

Permanent Index #'s: 14-19-127-050-1007 (Vol. 481) and 14-19-127-050-1007

Property Address: 2225 W Waveland Ave, Unit G, Chicago, Illinois 60618

Property of Cook County Clerk's Office