

# UNOFFICIAL COPY

Doc# 2121004460 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/29/2021 12:21 PM Pg: 1 of 3

**THIS INSTRUMENT WAS  
PREPARED BY:**

**COMPASS MORTGAGE  
27755 DIEHL RD STE 100  
WARRENVILLE, IL 60555**

Dec ID 20210601682634  
ST/CO Stamp 1-839-655-696 ST Tax \$325.00 CO Tax \$162.50

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

**PIN:**  
2322 Downing Ave  
Westchester, Illinois 60154-5149

SmartBuy Program

## **THIS DOCUMENT MUST BE RECORDED DEED RESTRICTION**

THIS DEED RESTRICTION, made and entered into as of this 28TH day of JUNE, 2021  
(the "Effective Date"), by Ian Svitak (the "Owner") and Jamie Svitak ("Non-borrowing Spouse").  
The Owner is the owner of the property commonly described as  
2322 Downing Ave, Westchester, Illinois 60154-5149 and more particularly described as:

**PIN 15-29-217-016-0000  
LEGAL DESCRIPTION ATTACHED**

LOT 16 IN HINTZE'S ADDITION TO WESTCHESTER, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF  
SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Property Address:  
2322 Downing Ave  
Westchester, IL 60154

Pin: 15-29-217-016-0000

(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**

# UNOFFICIAL COPY

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.

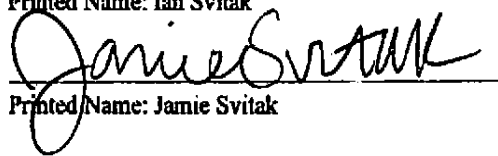
The provisions of this document are hereby declared covenants running with the land and, except as otherwise provided herein, are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Except as otherwise provided 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: Ian Svitak



Printed Name: Jamie Svitak

Printed Name:

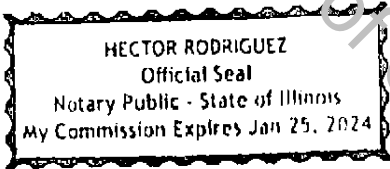
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that IAN SUTAK,

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 28TH day of JUNE, 2021.



  
\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office