

# UNOFFICIAL COPY

Prepared by,  
recording requested by, and when recorded mail  
to:

Marelin Funes  
Unison Agreement Corp.  
PO Box 2389  
San Francisco, CA 94126

650 California St, Suite 1800  
San Francisco, CA 94108

Unison ID Number: FRX-399155  
Title File Number: IL834648  
Parcel Identification Number:  
13-20-418-008-0000

Doc#: 2135412079 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/20/2021 11:35 AM Pg: 1 of 8

## MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

This **MEMORANDUM OF UNISON HOMEOWNER AGREEMENT** ("Unison HomeOwner Recorded Memorandum") is entered into as of December 3, 2021 ("Effective Date") by JENNIFER M. MCGEARY, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST INSTRUMENT KNOWN AS THE JENNIFER MCGEARY LIVING TRUST DATED JULY 13, 2010, whose address is 5837 W Roscoe St, Chicago, IL 60634 (individually or collectively "Owner")

Owner hereby declares that Owner has entered into that certain Unison HomeOwner Agreement ("Unison 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 A**, 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 Unison HomeOwner Agreement. The percentage interest shall equal the Investor Percentage, as specified in the Unison 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 (30<sup>th</sup>) anniversary of the Effective Date ("Expiration Date") (subject to certain extensions as set forth in the Unison HomeOwner Agreement). The terms of the Unison HomeOwner Agreement are hereby incorporated into this Unison HomeOwner Recorded Memorandum by this reference.

## MEMORANDUM OF COVENANTS RUNNING WITH THE LAND

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

- a. **Section 8** of the Unison 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 Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.

Owner's Initials: JM / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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- c. **Section 12** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to pay all taxes and assessments accruing on the Property.
- d. **Section 3** of the Unison 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 Unison 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 Unison HomeOwner Agreement, and requires Owner to keep the Property free of liens prohibited under the terms of the Unison HomeOwner Agreement or not otherwise approved by Benefited Party.
- f. **Section 4A** of the Unison 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 Unison HomeOwner Agreement.

RELEASE

This Unison 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 Unison HomeOwner 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: OM / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_


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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 UNISON 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: 12/6/2021  
Name: Lily Kwong  
Title: Authorized Signatory

**OWNER(S):**

Sign: **COUNTERSIGNED**  
Jennifer M. McGeary

Date: \_\_\_\_\_

Sign: **COUNTERSIGNED**  
Jennifer M. McGeary, Trustee of the Jennifer McGeary  
Living Trust dated July 13, 2010

Date: \_\_\_\_\_

**Owner Address:**

5837 W Roscoe St, Chicago, IL 60634

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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 UNISON 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: **COUNTERSIGNED** Date: \_\_\_\_\_  
Name: Lily Kwong  
Title: Authorized Signatory

**OWNER(S):**

Sign: *Jennifer M. McGeary*  
Jennifer M. McGeary

Date: 12-8-2021  
*Jennifer M. McGeary, Trustee of the Jennifer McGeary*

Sign: *Living Trust dated July 13, 2010*  
Jennifer M. McGeary, Trustee of the Jennifer McGeary  
Living Trust dated July 13, 2010

Date: 12-8-2021

**Owner Address:**

5837 W Roscoe St, Chicago, IL 60634

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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 )

**SEE ATTACHED**

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)

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## ACKNOWLEDGMENT

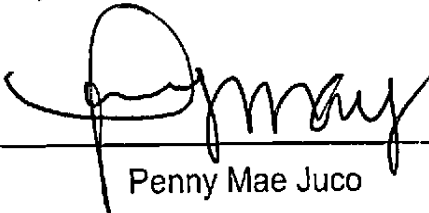
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

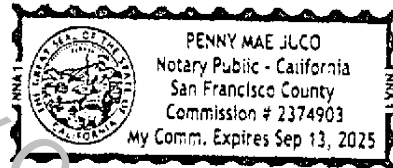
State of California )  
County of San Francisco )

On 12/10/2021 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 Illinois

County of Cook

The foregoing instrument was acknowledged before me this December 8<sup>th</sup> 2021 (date) by

Jennifer Mcgeary (name(s) of individual(s) acknowledged).

Jamar Ra

Notary's official signature Jamar Ra

(Seal)

Jamar

Notary's name



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## SCHEDULE A

### LEGAL DESCRIPTION

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

The following described Real Estate situated in Cook County, Illinois, to wit:

The East 1/2 of the East 1/2 of Lot 54 in ATKINSON'S SUBDIVISION of Lots 3, 4 and 5 in VOSS' PARTITION of 80 acres West of and adjoining the East 40 acres of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and of Lots 1, 2, 3, 9, 10 and 11 in OWNER'S PARTITION of Lots 6, 7, 8, 9 and 10 of VOSS' PARTITION, aforesaid, in Cook County, Illinois.

APN: 13-20-418-008-0000

[end of legal description]

Property of Cook County Clerk's Office