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Karen A. Yarbrough
Cook County Clerk
Date: 08/05/2022 03:38 PM Pg: 1 of 8

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-435255
Title File Number: IL867528
Parcel Identification Number:
16-11-406-021-0020

MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

This MEMORANDUM OF UNISON HOMEOWNER AGREEMENT ("Unison HomeOwner Recorded Memorandum") is entered into as of July 5, 2022 ("Effective Date") by MOISES PACHECO, MARRIED MAN, JOINED BY SPOUSE, ERIN HOLLAAAR, whose address is 3506 W Walnut St, Chicago, IL 60624 (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 (30th) 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.
- 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.

Owner's Initials: MP

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- 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.]

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Owner's Initials: MP


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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: 7/6/2022
Name: Justin Tanimoto Justin Tanimoto
Title: Authorized Signatory

OWNER(S):

COUNTERSIGNED

Sign: _____
Moises Pacheco

Date: _____

COUNTERSIGNED

Sign: _____
Erin Hollaar

Date: _____

Owner Address:

3506 W Walnut St, Chicago, IL 60624

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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:

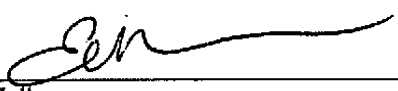
Unison Agreement Corp.,
a Delaware corporation
650 California St Suite 1800, San Francisco, CA 94108

COUNTERSIGNED

Sign: _____ Date: _____
Name: Justin Tanimoto
Title: Authorized Signatory

OWNER(S):

Sign:  _____
Moises Pacheco
Date: 7/8/2022

Sign:  _____
Erin Hollaar
Date: 7/8/2022

Owner Address:

3506 W Walnut St, Chicago, IL 60624

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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 Justin Tanimoto 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.

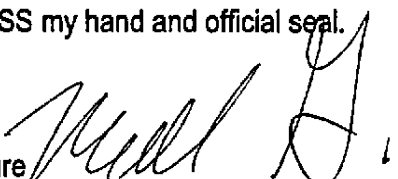
State of California
County of San Francisco)

On 7/6/2022 before me, Michelle Maria Gutierrez, Notary Public
(insert name and title of the officer)

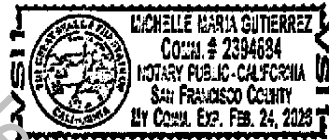
personally appeared Justin Tanimoto
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 
Michelle Maria Gutierrez

(Seal)



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OWNERS' ACKNOWLEDGMENT

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me this July 8, 2022 (date) by
Moises Pacheco & Erin Hollaar (name(s) of individual(s) acknowledged).

Loretta Love
Notary's official signature Loretta Love (Seal)
Loretta Love
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 in Cook County, in the State of Illinois, to wit:

Lot 4 in C.J. Magee's Subdivision of Lots 45 to 47, in John B. Drake's Subdivision of the West one-half of the West one-half of the Southeast Quarter of Section 11, lying North of Lake Street and South of railroad (except the West 5.54 chains thereof) in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: General real estate taxes not due and payable at the time of closing; the physical condition of the real estate; covenants, conditions and restrictions of record; and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate.

APN: 16-11-406-021-0000

[end of legal description]