

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 04/14/2023 10:18 AM Pg: 1 of 9

**Prepared By and Return To:**

Vantage Point Title Inc  
18167 US 19 N., Floor 3  
Clearwater, FL 33764

**APN:** 16-11-406-021-0000

**FILE #:** IL867528

**Unison ID:** FRX-435255

## MEMORANDUM OF UNISON HOMEOWNER AGREEMENT RE-RECORDING COVER PAGE

**Property Address:** 3506 W Walnut Street, Chicago, IL 60624 (Cook)

**Owner:** Moises Pacheco, a married man joined by spouse, Erin Hollaar

**Benefited Party:** Unison Agreement Corp.

**Reason for Correction:** THIS MEMORANDUM OF UNISON HOMEOWNER AGREEMENT IS BEING RE-RECORDED TO CORRECT THAT INSTRUMENT THAT RECORDED AUGUST 05, 2022 AS DOCUMENT NO.: 2221728354 THAT INADVERTENTLY EXCLUDE THE NON-BORROWING SPOUSE, ERIN HOLLAR, INITIALS ON PAGE 1 AND 2, NOW HEREIN INCLUDED.

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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:  
16-11-406-021-0000

## 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 (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.
- 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 AH

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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.]

Owner's Initials: MP WH

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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: [Signature] Date: 7/6/2022  
Name: Justin Tanimoto Justin Tanimoto  
Title: Authorized Signatory

**OWNER(S):**

Sign: **COUNTERSIGNED**  
Moises Pacheco  
Date: \_\_\_\_\_

Sign: **COUNTERSIGNED**  
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: [Signature]  
Moises Pacheco  
Date: 7/8/2022

Sign: [Signature]  
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)

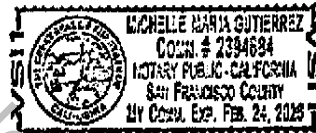
personally appeared Justin Tanimoto  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s)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



Property of Cook County Clerk's Office



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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]