

UNOFFICIAL COPY

Doc#: 2334146072 Fee: \$88.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/07/2023 11:55 AM Pg: 1 of 2

THIS DOCUMENT WAS PREPARED BY:

Neighborhood Housing Services of Chicago, Inc.
1279 N. Milwaukee 4th Floor
Chicago, Illinois 60622

AFTER RECORDING RETURN TO:

Neighborhood Housing Services of Chicago, Inc.
1279 N. Milwaukee 4th Floor
Chicago, Illinois 60622
Attn: File Library

Property Identification Number:

16-23-120-016-0000

Property Address:

1439 S. Lawndale Ave. #2
Chicago, IL 60623

(The Above Space for Recorder's Use Only)

RECAPTURE LOAN AGREEMENT

City of Chicago LEAD HAZARD CONTROL and HEALTHY HOMES PROGRAM

This Recapture Loan Agreement dated as of the 23rd DAY OF OCTOBER, 2023 is entered into and executed in favor of Neighborhood Housing Services of Chicago, Inc. ("NHS"), an Illinois not-for-profit corporation having its offices at 1279 N. Milwaukee, 4th Floor, Chicago, IL 60622; acting as Agent for the City Department of Health (CDPH) of Chicago, Illinois, a municipal corporation (the 'City'), through its Department of Health, having its offices at 333 S. State, Chicago, Illinois 60604, which is a third-party beneficiary to this Recapture Loan Agreement and DIOMEDES DURAN ("Borrower").

WHEREAS, the Borrower is the holder of legal title to improvements and certain real property (the "Residence"), legally described in Exhibit A attached to and made a part of this agreement; and

WHEREAS, NHS has agreed to make a Principal Loan in the amount of \$4,484.00 to the Borrower, the proceeds of which are to be used for the rehabilitation of the Residence; and

WHEREAS, Borrower understands that NHS is making the funds available to the Borrower as a part of a City of Chicago Lead Based Paint Hazard Program that serves Owners with household incomes at or below 80% of Area Median Income as determined by the Department of Housing and Urban Development ("HUD"). Owner agrees to own residence for the entire 36-month deferral period as defined below. Owner further agrees (i) to repay NHS the pro-rated balance of the Principal Amount if the events as defined in subsection 1 or subsection 2 of this Recapture Agreement occur before the end

UNOFFICIAL COPY

of the 36 months (after the completion of lead hazard control remediation/abatement work is completed) deferral period.

If Owner abides by the terms of this Recapture Agreement, the Principal Amount will be fully deferred and incrementally forgiven during the 36-month Deferral Period and entirely forgiven.

A lien will be recorded which gives the City authority to recapture grant funds in cases of non-compliance. Sale of units within the affordability period is controlled through the recorded lien.

The Principal Amount of this Recapture Agreement will be forgiven at a rate of thirty-three-point three percent (33.3%) per year for three (3) years. The pro-rated balance for any full or partial year will be due and repayable upon any of the following events:

1. if the residence is conveyed, sold or otherwise transferred, other than by will, inheritance or by operation of law upon the death of a joint tenant Owner, or

Borrower understands the terms of this Recapture Agreement and acknowledges and agrees to the stipulations and provisions contained herein.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

David J. Davis _____
 Borrower

State of Illinois

This instrument was acknowledged before me this
3rd day of November, 2023

County of Cook

S. Enoch _____
 Notary Public



Exhibit A (Legal Description)

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 1 IN COOPER'S SUBDIVISION OF LOTS 25 TO 29, IN DOUD'S SUBDIVISION OF THE WEST 12 OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.