

# UNOFFICIAL COPY



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/08/2024 09:37 AM PG: 1 OF 5

After recording should be returned to:

United Power for Action and Justice  
3938 W Belle Plaine Avenue  
Chicago, Illinois 60618

## GRANT RECAPTURE AGREEMENT

THIS GRANT RECAPTURE AGREEMENT (this "Agreement") dated as of the 29 day of December, 2023, (the "Effective Date") by and between Janay Brooks (the "Household") whose address is 1653 S. Avers, Chicago, Illinois 60623, and **United Power for Action and Justice** ("Grantor") whose address is 3938 W Belle Plaine Avenue, Chicago, IL 60618.

### WITNESSETH

**WHEREAS**, the Household is the holder of legal title to improvements and certain real property commonly known as 1653 S. Avers, Chicago, Illinois 60623, (the "Residence"), legally described in Exhibit A attached to and made a part of this Agreement, and

**WHEREAS**, Grantor has agreed to make a grant to the Household in the amount of FIFTY THOUSAND and 00/100 dollars (\$50,000.00) (the "Grant"), in connection with Household's purchase of the Residence in order to assist Household in buying an affordable Residence; and

**WHEREAS**, as an inducement to Grantor to make the Grant, the Household has agreed to provide this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Incorporation**. The foregoing recitals are made a part of this Agreement.

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2. **Restrictions.** As a condition of the provision of the Grant, the Household agrees that if, during the Recapture Period (as defined in Section 3, below), (a) the Household rents or leases the Residence or otherwise fails to occupy the Residence as the Household's principal residence or (b) the Residence is sold or otherwise transferred, other than by will, inheritance or by operation of law upon the death or divorce of a joint tenant Household (collectively, a "Recapture Event"), the Household shall repay to the Grantor the Repayment Portion equal to the unforgiven portion of the Grant (as further defined in Paragraph 4 below). With respect to any Repayment Portion due and owing from the sale of the Residence, the Grant shall be repaid only from the net proceeds, if any, of such conveyance, and any portion of the Repayment Portion in excess of such net proceeds shall be waived or forgiven. With respect to any Repayment Portion due and owing from the Household's leasing of the Residence or failure to otherwise occupy the Residence as the Household's principal residence, Grantor may exercise all available remedies at law or in equity, including specific performance or collecting the full amount of the Repayment Portion. If a Residence is sold or otherwise transferred during the Recapture Period, due to a foreclosure or deed in lieu of foreclosure, any Repayment Portion shall be forgiven or waived in its entirety.

3. **Termination.** These Restrictions shall remain in place for 60 months from the Effective Date (the "Recapture Period") and shall automatically terminate at midnight on the last day of the Recapture Period. Notwithstanding the foregoing, the Restrictions shall be terminable, either in whole or in part, prior to the end of the Recapture Period in the case of: (a) conveyance at any foreclosure sale related to a mortgage or (b) an express written release or waiver recorded by Grantor.

4. **Repayment Portion Amount.** Upon occurrence of a Recapture Event, the Household shall pay to Grantor an amount equal to FIFTY THOUSAND and No/100 Dollars (\$50,000.00) (the "United Power Grant Amount"), provided that the required payment of the United Power Grant Amount shall be reduced by one-sixtieth (1/60th) for each full month completed from the Effective Date (the "Repayment Portion"). No delay on the part of Grantor in exercising any rights under this Agreement, failure to exercise such rights or the exercise of less than all of its rights under this Agreement shall operate as a waiver of such rights. Upon occurrence of a Recapture Event, Grantor shall have all remedies available at law or in equity.

5. **Covenants to Run With the Land.** The agreements set forth in this Agreement shall encumber the Residence and be binding on any future owner of the Residence and the holder of any legal, equitable or beneficial interest in it for the term of this Agreement.

6. **Amendment.** This Agreement shall not be altered or amended without the prior written approval of the Grantor.



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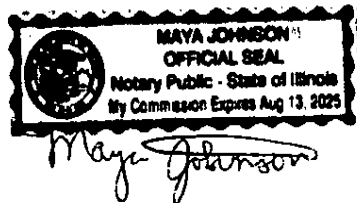
IN WITNESS WHEREOF, Grantor has executed this Agreement.

GRANTOR:

United Power for Action and Justice

By: Amy Totsch  
Name: Amy Totsch  
Title: Lead Organizer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that AMY TOTSCH, 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 she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_.

Maya Johnson  
Notary Public

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## EXHIBIT A LEGAL DESCRIPTION

LOT 292 IN DOWNING'S SUBDIVISION OF LOT 7 TO 14 IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

INFORMATIONAL NOTE, COMMONLY KNOWN AS:

Address 1653 S. Avers, Chicago, IL 60623

PIN: 16-23-303-021-0000

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