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## RESOLUTION TRUST CORPORATION AFFORDABLE HOUSING DISPOSITION PROGRAM

### LAND USE RESTRICTION AGREEMENT: PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM BY QUALIFYING HOUSEHOLD

**ATTENTION: THIS DOCUMENT MUST BE REFERENCE IN THE DEED AND  
RECORDED IMMEDIATELY FOLLOWING THE RECORDATION OF THE  
DEED IN THE LAND RECORDS OF THE JURISDICTION  
IN WHICH THE PROPERTY IS LOCATED.**

This LAND USE RESTRICTION AGREEMENT (the "Agreement") is entered into as of the 30 day of July, 1992, by and between Carrie Cieslak & Thomas Clemens (the "Buyer") and RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver of Western Federal Savings and Loan Association (the "Seller"), and their respective successors and assigns, with respect to certain real property and the improvements thereon, located at #1105, 730 North Hicks Road, Palatine, IL 60007 and having the legal description set forth on Exhibit A hereto (the "Property").

The parties, intending to be lawfully bound, for good and valuable consideration, the receipt of which is acknowledged, do hereby agree as follows:

**1. Termination.**

a. This Agreement shall terminate automatically, without further action by either the Buyer or the Seller, at 11:59 p.m. on the day 12 months after the Closing Date of July 30, 1992 (the "Termination Date").

b. This Agreement shall terminate prior to the Termination Date, without further action by either the Buyer or the Seller, only on such date that (i) a termination statement or a release of this Agreement, executed by the Seller, is recorded by the Buyer in the land records of the jurisdiction in which the Property is located; (ii) the Property is transferred pursuant to a foreclosure proceeding instituted by a Mortgagee (as defined below) that extinguishes the right, title and interest of the Buyer in the Property; or (iii) a deed in lieu of foreclosure is executed by the Buyer to a Mortgagee and recorded in the land records of the jurisdiction in which the Property is located.

c. For purposes of this Agreement, "Mortgage" shall mean (i) the Seller; (ii) a federally insured financial institution; or (iii) an agency or corporation in the business of making home mortgage loans that has made a loan to the Buyer, secured by a first or second lien on the Property, for the purpose of financing the acquisition of, or the making of improvements to, the Property.

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2. Buyer's Intention to Occupy the Property as its Principal Residence. The Buyer does hereby certify to the Seller that the Buyer intends to occupy the Property as the Buyer's principal residence for at least (12) months from the date of this Agreement.

3. Recapture Requirement.

a. If the buyer, prior to the Termination Date, (i) enters into a contract with another party that results in the transfer or conveyance of his/her interest in the Property or (ii) transfers or conveys his/her interest in the Property, for payment of money, the Seller shall capture seventy-five percent (75%) of the amount of any proceeds from the resale that exceeds the sum of (A) the original sales price for the acquisition (together, (A) and (B) total ~~The amount to be determined~~ Dollars *(\$ time of Sale)*), plus (C) the actual cost of any improvements to the Property made after the date of the Buyer's acquisition of the Property.

b. For the purposes of the Agreement, "actual cost of any improvements" shall mean such costs incurred and paid by the Buyer as a result of repairs or other physical improvements performed on the Property that are evidenced through invoices, receipts and like documents.

4. Seller's Waiver of the Recapture Requirement. The Seller, in its sole discretion, may waive said recapture requirement only for good cause shown, which may include any necessary relocation of the Buyer. In the event the Buyer desires to obtain a waiver of said recapture requirement, the Buyer must notify the Seller, in writing, at the address set forth below, setting forth the reasons for such waiver request; the Seller shall have sixty (60) days to either grant or deny the request; in the event that the waiver request is granted, the Seller shall execute the release of this Agreement, return said release to the Buyer and, upon the transfer of the Property, the Buyer shall record the release, at his/her sole expense, in the land record of the jurisdiction in which the property is located.

5. Sales Prior to Termination Date. In the event that the Buyer intends to transfer or convey his/her interest in the Property prior to the Termination Date, without a waiver of said recapture requirement, the Buyer must notify the Seller, in writing and at least sixty (60) days prior to said transfer or conveyance, at the address set forth below, of his/her intention and include the name and address of the responsible closing agent, to be notified as described below. The Buyer shall include a copy of this Agreement, copies of invoices or other written evidence of the actual cost of any improvements (in accordance with Section 3 above), and a release of this Agreement, in recordable form, prepared at the Buyer's sole expense with said notification. The Seller shall execute the release of this Agreement and send it to said closing agent with instructions as to the calculation and payment of the recapture amount set forth in Section 3a. above. The closing agent shall record the release, at the Buyer's sole expense, in the land records of the jurisdiction in which the Property is located.

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6. Notice. All correspondence to the Seller shall be sent to the Seller at the following address: Resolution Trust Corporation, 801 Seventeenth Street, N.W., Washington, D.C. 20434-0001, Attention: Director, Affordable Housing Disposition Program.

THIS INSTRUMENT WAS PREPARED BY:

RESOLUTION TRUST CORPORATION  
25 Northwest Point Boulevard  
Elk Grove Village, IL 60007

By: Sharon M. Weathers  
Sharon M. Weathers

AFTER RECORDING RETURN TO:

Sharon M. Weathers  
RESOLUTION TRUST CORPORATION  
25 Northwest Point Boulevard  
Elk Grove Village, IL 60007

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**BOX 333**

92572244

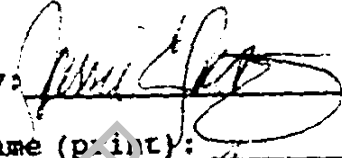
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IN WITNESS WHEREOF, the parties hereto have executed this land Use Restriction Agreement as of the date above written.

**BUYER**

By: 

Name (print): CARRIE CIESLAK

By: 

Name (print): THOMAS A. CLEMENS

**SELLER**

RESOLUTION TRUST CORPORATION,  
as receiver

for: WESTERN FEDERAL SAVINGS AND LOAN ASSOCIATION

By: 


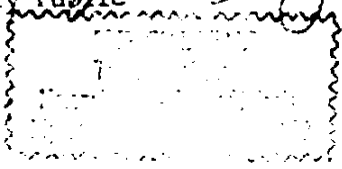
Name (print): THOMAS B. MARVINAC

Title: Assistant Director - REO

**NOTARY BLOCK: SELLER** 1992 JUL 30 PM 12:25 92572244

STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK )

This instrument was acknowledged before me this 30th day of July, 1992, by Thomas B. Marvina, Assistant Director - REO.


  
Notary Public  


**NOTARY BLOCK: BUYER**

STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK )

This instrument was acknowledged before me this 30th day of July, 1992, by Carrie E. Cieslak and Thomas A. Clemens

“OFFICIAL SEAL”  
D. LAUER  
Notary Public, State of Illinois  
My Commission Expires 4/2/94

  
Notary Public

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EXHIBIT A TO  
LAND USE RESTRICTION AGREEMENT:  
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM  
BY QUALIFYING HOUSEHOLD

LEGAL DESCRIPTION

PARCEL 1:

Unit #1105 & P1105 in the Renaissance Towers Condominium,  
as delineated on a survey of the following described real estate:  
Part of lots 20 and 21 in Renaissance subdivision, being a  
subdivision of part of the northwest 1/4 of Section 14, Township 42  
North, Range 10 East of the Third Principal Meridian, which survey  
is attached as Exhibit 'A' to the declaration of condominium  
recorded as document number #26190230 together with its undivided  
percentage interest in the CMPLS in Cook County, Illinois.

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 as set  
forth in the declaration of easements recorded as document number  
#22955436 in Cook County, Illinois

PIN: 02-14-100-080 - 1458  
02-14-100-080 - 1504

Property Address: 730 N. Hicks Rd, #1105  
Palatine, IL 60067

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