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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 27th day of August ,1992, by and between Cynthia L. Angarola (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 #704, 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 hereby 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 August 27 (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 e 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; of (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 Agraement.

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 of (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 to be determined at closing Dollars (\$\frac{1}{2}\$), 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. <u>Seller's Waiver of the Recapture Requirement.</u> The Seller, in its sole discretion, may waive said recapture requirement only for good cause show, 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 most 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.
- 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 recepture 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 sent 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. <u>Motice.</u> 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 Croys Village, IL 60007

Sharon M. Weathers

AFTER RECORDING RETURN TO:

Sharon M. Weathers
RESOLUTION TRUST CORPOTATION
25 Northwest Point Bouleverd
Elk Grove Village, IL 60007

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

BUYER
Name (print): Cynthia L. Angarola
Name (print): Cynthia O L. Angarola
SELLER
RESOLUTION TRUST CORPORATION, as Receiver
for: VESTERN FEDERAL SAVINGS AND LOAN ASSOCIATION
ву:
Name (print): ROBERT DAVIDSON
Title: DEVARTMENT HEAD - REO
ACKNOWLEDGEMENT
MOTARY BLOCK: SELLER
STATE OF ILLINOIS)) SS COUNTY OF COOK)
This instrument was acknowledged before me this 27th day of August, 1992, by Robert Davidson, Department Head REO.
OFFICIAL SEAL NANCY L. SIEWEINE Commission Expirement Public STATE OF HLINOR HY COMMISSION EXP MAY 21,1994
NOTARY BLOCK! BUYER
STATE OF ILLINOIS)
COUNTY OF COOK)
This instrument was acknowledged before me this 27th day of August, 1992, by
Commission Expires: DAN WIEMERSLAGE Notary Public, State of Illinois

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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 #704 & P704 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 o the northwest 1/4 of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian, which survey is attached as Exhibit 12 to the declaration of condominium recorded as document number #26190230 together with its undivided percentage interest in the CMELS in Cook County, Illinois.

PARCEL 2:

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

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