

2

UNOFFICIAL COPY
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

SERAFIN CASTILLO and MARIA CASTILLO,)
Plaintiffs,)

v.)

JUSTINA CANDELARIO,)
Defendant,)

00157228

1805/0001 32 001 Page 1 of 8
2000-03-03 09:58:38
Cook County Recorder 35.50



00157228

Recorder 35.50

**NOTICE OF INTENTION TO DECLARE FORFEITURE OF
ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR
DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT**

TO: Justina Candelario, 3229 S. Leavitt Street, Chicago, Illinois 60608

You are hereby notified that:

Whereas, on the 19th day of December, 1996, Justina Candelaria (hereinafter "Purchaser") did enter into a certain Article of Agreement (hereinafter "Contract") with Serafin Castillo and Maria Castillo, (hereinafter "Seller"), which Contract was recorded the 3rd day of January, 1997 as Document No. 97003914 in the Office of the Recorder of Deeds of Cook County, Illinois, concerning the following legally described real estate:

Lots 16 and 17 in Block 3 in Levi P. Morton's subdivision of the southeast 1/4 of the Southwest 1/4 of Section 24, Township 39 north, Range 13, East of the Third Principal Meridian, (except the right of way of the Chicago, Burlington and Quincy Railroad), in Cook County, Illinois.

PERMANENT INDEX NUMBER: 16-24-315-024 and 13-24-315-023

Commonly known as 2836-38 W. Cermak Road, Chicago, Illinois (hereinafter "Property"); and

Whereas, Purchasers in the Contract agreed to pay the sum of \$220,000.00 for the Property in monthly installments until paid; and

Whereas, the Contract provides in part that time is of the essence, and that in the event of Purchaser's default in any payment, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

Whereas paragraph 2 of the agreement provides in pertinent part:

Purchaser shall pay before accrual of any penalty any and all taxes and instalments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

Whereas paragraph 9 of the agreement provides in pertinent part:

Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risk in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

Whereas paragraph 20 (a) of the Rider to the agreement provides in pertinent part:

Purchaser shall...keep insured...the Improvements...also flood insurance... minimum no less than 1 year, minimum \$250,000.00 dollars and liability of \$1,000,000.00...Such policies shall be held by Seller, and Purchaser shall pay the premiums thereon when due.

Whereas paragraph 4 of the Rider to the agreement provides in pertinent part:

4. Real Estate Taxes and Insurance. Purchaser shall be responsible to pay real estate taxes and insurance. Purchaser shall provide immediately upon payment when due proof of payment of Real Estate Taxes and proof of payment of Insurance.

Whereas paragraph 24. (d) of the Rider to the agreement provides in pertinent part:

Anything contained in subparagraph (a) through (c) to the contrary notwithstanding this Agreement, Purchaser's interest in this Agreement shall not be terminated, if within 90 days after the expiration of the periods for curing such default, Purchaser tenders to Seller the entire unpaid principal balance of the purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this Agreement.

Whereas paragraph 39 of the Rider to the agreement provides in pertinent part:

(b) (Purchaser shall)... comply with all requirements, and remedy any violations of law, municipal ordinances or restrictions of record with respect to the premises and the use thereof;

Whereas the agreement further provides in paragraph 7 in pertinent part:

No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in the Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

Whereas paragraph 24. (a) of the Rider to the agreement provides in pertinent part:

24. (a) If Purchaser (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Purchaser; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: ... (iii) proceed to terminate Purchaser's interest under this Agreement as provided by law.

Whereas paragraph 19 of the agreement provides in pertinent part:

The time of payment shall be of the essence of this contract, ...; And

Purchaser has failed to insure against flood, fire and casualty and failed to deliver the policies therefor to Seller and to insure in the amount of minimum \$250,000.00 dollars fire coverage and liability of \$1,000,000.00. and failed to provide Proof of payment of Insurance.

Purchaser failed to comply with all requirements, and failed to remedy the following violations of law, municipal ordinances or restrictions of record with respect to the premises and the use thereof: to wit, City of Chicago violations in case number 97M1-404992.

Purchaser ceased making payments and has failed to pay for the first installment 1998 real estate taxes in the sum of \$3,859.64 for both parcels; and Purchaser has failed to deliver to Seller duplicate receipts showing timely payment thereof or any proof of payment of Real Estate Taxes and is delinquent in the payment of such real estate taxes plus accrued penalties and is DELINQUENT IN THE PAYMENT OF TAXES in the amount on THREE THOUSAND EIGHT HUNDRED FIFTY NINE AND 64/100 (\$3,859.64).

Purchaser ceased making monthly payments on the 1st day of April, 1999 and has failed to pay any installments due thereafter through June 30th, 1999, and subsequently thereof, and there is now due and owing Seller the sum of \$5,447.22 and is in default for failure to make the following installment payments at the times indicated in said Articles on or before the first of each month as follows:

<u>Months Delinquent</u>	<u>Amount</u>
April 1, 1999	\$1,815.74
May 1, 1999	1,815.74
June 1, 1999	1,815.74

plus late charges of 5% per month or \$90.79 per month pursuant to paragraph 8 of the Rider to the Articles in the sum of \$272.37 FOR A TOTAL DELINQUENCY IN MONTHLY PAYMENTS AND LATE PAYMENTS in the amount of FIVE THOUSAND SEVEN HUNDRED NINETEEN AND 59/100 (\$5,719.59).

Whereas, Plaintiff Serafin Castillo served notice of failure to make timely monthly payments on April 5, 1999, May 21, 1999 and again on May 26, 1999, as in detail shown in the attached Exhibits 1, 2, and 3 and of non-payment of real estate taxes, late payments of the monthly payments, proof of payment of taxes, and proof of payment of insurance, **And**

Whereas, Justina Candelario, the Purchaser under said Contract has failed to make payments as set forth in said Notice and more than ten (10) days have elapsed since the day of service and has failed to cure any defaults in the performance of any other covenant or agreement and more that thirty (30) days have elapsed from the date of service.

WHEREAS, you are hereby notified that you are in default under said contract and Articles of Agreement for Deed and demand is hereby made upon you to comply with said contract and all of its terms, and you are hereby notified that, pursuant to Illinois Code of Civil Procedure Chapter 110, Sec. 9-104.1 you have thirty (30) days from the date of receipt of this Notice of Declaration of Forfeiture to comply with said contract by paying in full, within said period, all the sums due under the contract. Your failure to comply with the terms of said contract and this Notice shall result in all your rights under the Articles of Agreement for Deed to be terminated and forfeited, and all payments heretofore made by you thereunder shall be retained by Seller(s) as liquidated damages pursuant to paragraph 11 of the contract;

NOW, THEREFORE, Purchasers, you are further notified that unless full payment is made of the total amount due to Seller(s) under said contract, to wit, \$5,719.59, within the above stated 30 day notice period, and unless full payment is made of the total amount due for real estate taxes to the Cook County Collector under said contract, to wit, \$3,859.64, within the above stated 30 day notice period, and unless full compliance is made with all the covenants under said contract, this contract shall be declared forfeited and terminated, and the Seller(s) hereby declare their intent to file a forcible entry and detainer lawsuit against you for possession of the premises.

DATED AT CHICAGO, ILLINOIS
THIS 13TH DAY OF JULY, 1999.

Yvon D. Roustan, Atty's ID. # 51059
Attorney for Serafin and Maria Castillo
2911 N. Cicero Ave., Chicago, Illinois 60641-5131
773-286-6277

SELLER(S) Serafin Castillo and Maria Castillo

By: Yvon D. Roustan
Yvon D. Roustan, attorney

UNOFFICIAL COPY

CERTIFICATE AND AFFIDAVIT OF DELIVERY (PERSONALLY OR BY MAIL)

The undersigned being duly sworn on oath deposes and says and hereby certifies under penalties of perjury as provided by law pursuant to Ill.Rev.Stat.Ch.110, par. 1-109, that the above NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT upon Justina Candelaria was [] personally delivered or [] placed in the US Mail at 2900 N. Cicero Av. Chicago, Illinois 60641, with first class postage prepaid, and directed to the parties at the addresses set forth above, the last known address of the said Justina Candelaria by certified mail with request for return receipt from the addressees, before 4:00 p.m. on _____, 1999.

(Signature)

Subscribed and Sworn to
before me this ____ day
of _____, 1999

00157228

NOTARY PUBLIC

+++++

SERVICE LIST
Castillo v. Candelario.

Justina Candelario
3229 S. Leavitt Street
Chicago, Illinois 60608

SERVE AT 6:00 PM or SATURDAYS

MAIL TO:

NAME: Yvon D. Roustan
Attorney for: Plaintiffs
Address: 2911 N. Cicero Ave.,
City, State, ZIP Chicago, Illinois 60641-5131
Telephone: 773-286-6277
Attorney Code Number. 51059

Property of Cook County Clerk's Office

UNOFFICIAL COPY

April 5, 1999

Yvon D. Roustan, Atty.
Serafin Castillo
2911 N. Cicero Ave.
Chicago, Illinois
60641-5131
(773) 286-6277
(708) 333-3672
Fax (773) 286-7157

Re: 2836-38 W. Cermak Rd,
Chicago, Illinois 60623

Z 414 755 434

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	Justina Candelario
Street & Number	3229 - S. LEAVITT
Post Office, State & ZIP Code	Chicago, IL 60
Postage	\$ 33
Certified Fee	140
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	RETURN TO SENDER
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & FEE	\$7 1999
Postmark or Date	APR 5 1999

PS Form 3800, April 1995

00157228

Mrs. Justina Candelario:

Your mortgage contract is now in default due to the non-payment of Real Estate taxes and late fees for late monthly payments on the above referenced property of which you have been previously notified by me, Serafin Castillo.

Non-payment of real estate taxes and late monthly payments constitute a default on your mortgage contract thus your ownership is jeopardized when a default situation occurs. Your mortgage contract was granted with the full confidence that the property taxes would be paid in a timely manner.

Once again, we request that you forward a paid receipt of the Real Estate taxes on the above property with PIN numbers 16-24-315-024 and 16-24-315-023 for first and second installments of 1997 which were due to be paid in March of 1998 and first installment of 1998 which was due to be paid in March of 1999. Also, the April 1st payment has not been paid as of April 05, 1999.

We remind you that each monthly payment is due on the 1st day of each month.

Once again we request that you forward paid receipts of real estate taxes, that you bring your late fees up to date, forward an up to date paid receipt of insurance on the above mentioned property on or before April 20, 1999.

Failure to do so will result in our taking action to begin a foreclosing process immediately.

Should you have any questions please have your attorney contact Mr. Yvon D. Roustan at the above telephone number.

Sincerely,

Serafin Castillo

Exh. 2

UNOFFICIAL COPY

MAY 21, 1999
~~April 3, 1999~~

Yvon D. Roustan, Atty.
 Serafin Castillo
 2911 N. Cicero Ave.
 Chicago, Illinois
 60641-5131
 (773) 286-6277
 (708) 333-3672
 Fax (773) 286-7157

Re: 2836-38 W. Cermak Rd,
 Chicago, Illinois 60623

Z 412 477 538

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to JUSTINA CANDELARIO	
Street & Apt. No.	3279 So Leavitt
Post Office, State, & ZIP Code	CHICAGO ILL 60608
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery	
Return Receipt Showing to Whom & Date Delivered	HEIGHTS II 80883 1.2
Return Receipt Showing Date, & Addressee's Address	APR 21 1999
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	USPS

PS Form 3800, April 1995

Mrs. Justina Candelario:

Your mortgage contract is now in default due to the non-payment of Real Estate taxes and late fees for late monthly payments on the above referenced property of which you have been previously notified by me, Serafin Castillo.

00157228

Non-payment of real estate taxes and late monthly payments constitute a default on your mortgage contract thus your ownership is jeopardized when a default situation occurs. Your mortgage contract was granted with the full confidence that the property taxes would be paid in a timely manner.

Once again, we request that you forward a paid receipt of the Real Estate taxes on the above property with PIN numbers 16-24-315-024 and 16-24-315-023 for first and second installments of 1997 which were due to be paid in March of 1998 and first installment of 1998 which was due to be paid in March of 1999. Also, the April 1st payment has not been paid as of April 05, 1999.

We remind you that each monthly payment is due on the 1st day of each month.

Once again we request that you forward paid receipts of real estate taxes, that you bring your late fees up to date, forward an up to date paid receipt of insurance on the above mentioned property on or before April 20, 1999.

Failure to do so, will result in our taking action to begin a foreclosing process immediately.

Should you have any questions please have your attorney contact Mr. Yvon D. Roustan at the above telephone number.

Sincerely,

Serafin Castillo



Eth-2

UNOFFICIAL COPY

June 8 1999
Shipper X61373
Page 1 of 1



United Parcel Service

ATTN : KAREN
PHONE : (708)361-3660

DELIVERY NOTIFICATION

FAX RESPONSE

INQUIRY FROM: KAREN GLEASON
PARCELS ETC
7226 COLLEGE
PALOS HEIGHTS IL 60463

SHIPMENT TO: LASALLE BANK
200 W MONROE ST STE LNB
CHICAGO IL 60606

Shipper Number..... X61 373
Tracking Identification Number... 1Z X613730310161806

00157228

According to our records 1 parcel was delivered on 05/26/99 at 2:22 P.M.. The shipment was signed for by SMITH as follows:

SHIPPER NUMBER	PKG ID NO.	TRACKING NUMBER	ADDRESS (NO/STREET,CITY)	SIGNATURE
X61373		1Z X613730310161806	200 MONROE CHICAGO	<i>J. Smith</i>

MERCHANT COPY *Rose 385-0943*

NAME *Serafin Castillo* DATE *708-333-3672*
 STREET *2911 N Cicero Av* PHONE *773-286-2777*
 CITY *Chicago IL* STATE *IL* ZIP *60641-5131*

CONTENTS *Documents* DECLARED VALUE *7.66* INSURANCE CHARGE *0.00*

ZONE *CTR* WEIGHT *CTR* O/S *0* C.O.D. AMOUNT *0.00* SHIPPING CHARGE *12.23*

PACKING CHARGE *4.47* AOD CHARGE *4.57* TAX/MISC. *0.00* TOTAL AMOUNT DUE *13.30*

SHIPPER: PARCELS ETC. IN. 7226 College Drive, Palos Heights, IL 60463, (708) 361-3660, FAX (708) 361-3674

DO NOT RETURN TO SHIPPER ADDRESS CORRECT

UPS SHIPPER NO. IL X61-373
PKG ID NO. 06678

DELIVER TO: NAME *Mrs Justina Candelario* DATE *5-21-99*
 COMPANY *La Salle Bank* PHONE *312-904-8753*
 STREET *200 W. Monroe Street* APT. NO. *Ste 502*
 CITY *Chicago IL* STATE *IL* ZIP *60606*

GSP2880

Eth - 3

UNOFFICIAL COPY

SP.# 14355

=====
AFFIDAVIT OF SPECIAL PROCESS SERVER
=====

SERAFIN CASTILLO AND MARIA CASTILLO v. Case No.
JUSTINA CANDELARIO

Service required on: JUSTINA CANDELARIO

I, Debra Murphy, being duly sworn on oath, depose and state
that I served the within NOTICE OF FORFEITURE
by leaving a copy with JUSTINA CANDELARIO personally.

That the sex, race and approximate age of the person with whom
such copy was left is as follows:

00157328

Sex: F Race: W Approx. Age: 32
Ht: 5'5" Wt: 155 lb Hair: Red Moustache: Beard:

That the location, date and time of service are as follows:

LaSalle National Bank
Place: 100 SOUTH WACKER DRIVE
CHICAGO ILLINOIS 60606

Date: 07/27/99 Time of Day: 2:10 P.M.

[Signature]
SPECIAL PROCESS SERVER
LEGAL DOCUMENT MANAGEMENT SERVICES, INC.
36 South State Street, Suite 1500
Chicago, Illinois 60603

"OFFICIAL SEAL"
ANN T. HORVATH
NOTARY PUBLIC, STATE OF ILLINOIS, 1999
COMMISSION EXPIRES 10/28/2001
NOTARY PUBLIC