

# UNOFFICIAL COPY

## DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASE UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED DATED AUGUST 27, 1999

**WHEREAS**, on the 4th day of May, 2004, FIRST NATIONAL BANK OF ILLINOIS, as Trustee under Trust Agreement dated March 15, 1999 and known as Trust No. 4646 ("Seller"), as Seller under Articles of Agreement for Warranty Deed dated the 27th day of August, 1999, concerning the herein legally described property with RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife), as Purchasers (Contract) served a copy of the attached 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 pursuant to 735 ILCS 5/9-104.1, such Notice being served by certified mail, return receipt requested mailed to the purchaser's last known address 12035 South Page, Calumet Park, Illinois 60827; and

**WHEREAS**, said Notice stated that Purchasers were in default under the provisions of the Contract as follows:

- 1) Purchasers in the Contract agreed to pay the sum of \$42,000 for the property that was the subject of the Notice and is the subject of this Declaration, with \$2,500 down and the balance of \$39,500 in monthly installments of \$317.83 with interest at 9% per annum;
- 2) The Contract provides in pertinent part that time is of the essence, and that in the event of Purchasers' default in any payment of principal and/or interest when due, or if Purchasers should fail to perform any of the other covenants of the Contract, then the Contract shall, at the option of the Seller, be forfeited and determined, and any and all payments theretofore made by Purchasers shall be retained by Seller; and
- 3) Purchasers ceased making payments on the 1<sup>st</sup> day of April 2004, and failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$953.49 for the period from April 1, 2004 to June 15, 2004 and
- 4) Purchasers failed to reimburse Seller for real estate tax, insurance, water, sewer and scavenger escrow deficiency in the sum of \$1,393.78.

**WHEREAS**, RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife), Purchasers under said Contract, have failed to cure the defaults set forth in said Notice and more than 30 days have elapsed from the date of service.



0416810027

**Doc#:** 0416810027  
Eugene "Gene" Moore Fee: \$74.50  
Cook County Recorder of Deeds  
Date: 06/16/2004 10:52 AM Pg: 1 of 9

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**NOW, THEREFORE,** FIRST NATIONAL BANK OF ILLINOIS, as Trustee under a Trust Agreement dated March 15, 1999 and known as Trust No. 4646, as "Seller" under the certain Contract dated the 27<sup>th</sup> day of August, 1999, with RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife) as Purchasers, concerning the following described property:

Lots 31 to 34 in Block 9 in Butterfield Subdivision of Lots 1, 2, 3, and 6 of Krueger's Subdivision of the Northeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 12035 S. Page Street, Calumet Park, Illinois

PINS: 25-30-208-011; 25-30-208-012; 25-30-208-013; 25-30-208-014

**HEREBY DECLARES** that all of the rights of the said RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife), as Purchasers, under said Contract are hereby forfeited and extinguished, and that all payments made by RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife), as Purchasers under said Contract, will be retained by Seller pursuant to Seller's rights under said Contract and that all of the rights of RICHARD PELLEGRINI and DONNA PELLEGRINI (husband and wife), as Purchasers thereunder, are hereby forfeited.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF ILLINOIS, as Trustee under a Trust Agreement dated March 15, 1999 and known as Trust No. 4646, as Seller, has hereunto set his hand and seal this \_\_\_\_\_ day of June, 2004.

FIRST NATIONAL BANK OF ILLINOIS,  
as Trustee under Trust Agreement dated 3/15/99  
and known as Trust No. 4646, as Seller

SEE SIGNATURE SHEET ATTACHED HERETO  
**AND INCORPORATED BY REFERENCE HEREIN**

By: \_\_\_\_\_

First National Bank of Illinois

Its: \_\_\_\_\_

Subscribed and Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

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THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED MARCH 15, 1995 CREATING TRUST NO. 4646 AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS **VICE PRESIDENT AND TRUST OFFICER** AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS **TRUST OFFICER**.

FIRST NATIONAL BANK OF ILLINOIS,  
LANSING, ILLINOIS AS TRUSTEE  
AFORESAID AND NOT PERSONALLY.

BY:   
DAVID G. CLARK, V.P. & T.O.

ATTEST:

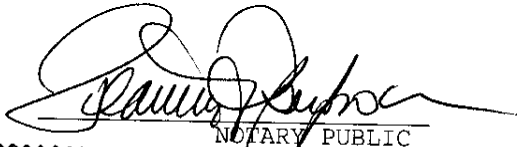
  
CAROL J. STEINHAUER, TRUST OFFICER

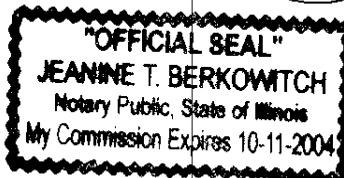
STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I **JEANINE T. BERKOWITCH**, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT **DAVID G. CLARK, VICE PRESIDENT & TRUST OFFICER** OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND **CAROL J. STEINHAUER, TRUST OFFICER**, OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH **VICE PRESIDENT AND TRUST OFFICER**, RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID **CAROL J. STEINHAUER, TRUST OFFICER** DID ALSO THEN AND THERE ACKNOWLEDGE THAT SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HER OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 15TH DAY OF JUNE, 2004.

MY COMMISSION EXPIRES: 10/11/04

  
NOTARY PUBLIC



H:\WPFILES\FORMS\SIGSHEIN

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## Affidavit of Service

KATHLEEN C KRASON, being duly sworn on oath, deposes and states that on the 15<sup>th</sup> day of JUNE, 2004, SHL served a copy of **DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASE UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED DATED AUGUST 27, 1999** on RICHARD PELLEGRINI + DONNA PELLEGRINI by sending a copy thereof to the last known address of the said RICHARD PELLEGRINI + DONNA PELLEGRINI by certified mail, return receipt requested from the addressees.

Kathleen C Krason

Subscribed and Sworn to before me this 15 day of JUNE, 2004.

[Signature]  
Notary Public



Property of Cook County Clerk's Office

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**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  
PURSUANT TO 735 ILCS 5/9-104.1**

To: Richard Pellegrini, 12035 S. Page, Calumet Park, IL 60827  
(via certified mail, return receipt requested)  
Donna Pellegrini, 12035 S. Page, Calumet Park, IL 60827  
(via certified mail, return receipt requested)

**YOU ARE HEREBY NOTIFIED THAT:**

WHEREAS, on the 27<sup>th</sup> day of August, 1999, RICHARD PELLEGRINI and DONNA PELLEGRINI (Husband and Wife) ("Purchasers"), did enter into certain Articles of Agreement for Deed ("Contract") with FIRST NATIONAL BANK OF ILLINOIS, as Trustee under Trust Agreement dated March 15, 1999 and known as Trust No. 4646 ("Seller"), which Contract was not recorded in the Office of the Recorder of Deeds of Cook County, Illinois, concerning the following legally described real estate:

Lots 31 to 34 in Block 9 in Butterfield Subdivision of Lots 1, 2, 3, and 6 of Krueger's Subdivision of the Northeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 12035 S. Page Street, Calumet Park, Illinois

PINS: 25-30-208-011; 25-30-208-012; 25-30-208-013; 25-30-208-014

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$42,000 for the Property with \$2,500 down and the balance of \$39,500 in monthly installment of \$317.83 with interest at 9% per annum.

WHEREAS, the Contract provides in part that time is of the essence, and that in the event of Purchaser's default in any payment of principal and/or interest when due, or if Purchaser should fail to perform any of the other covenants of the Contract, then the Contract shall at the option of the Seller be forfeited and determined, and any and all payments theretofore made by Purchaser shall be retained by Seller; and

WHEREAS, Purchaser ceased making payments on the 1<sup>st</sup> day of April, 2004, and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$635.66 for the period from April 1, 2004 to May 4, 2004; and

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WHEREAS, Purchaser failed to reimburse Seller for real estate tax, insurance, water, sewer and scavenger escrow deficiency in the sum of \$1,393.78; and

WHEREAS, pursuant to the provisions of 735 ILCS 5/9-104.1, demand for possession is hereby made on you for possession if you fail to cure the defaults herein set forth by the time herein set forth.

NOW, THEREFORE, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 13th day of June, 2004, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.
2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under the statutes relating to forcible entry and detainer, unless you remedy the aforesaid defaults on or before the 13th day of June, 2004.
3. Demand is hereby made of you for possession of the Property.

IN WITNESS WHEREOF, Ronald N. Primack of the firm of Law Offices of Ronald N. Primack, L.L.C., as agent and attorney for Seller, has hereunto set his hand and seal this 4<sup>th</sup> day of May, 2004.

FIRST NATIONAL BANK OF ILLINOIS,  
as Trustee under Trust Agreement dated 3-15-99  
and known as Trust No. 4646

By: \_\_\_\_\_

Ronald N. Primack  
Its Attorney and Authorized Agent

Subscribed and Sworn to before me this  
4th day of May, 2004.

Kathleen C. Krason  
Notary Public



### Affidavit of Service

the 4th day of May, 2004, Lori Williams, being duly sworn on oath, deposes and states that on \_\_\_\_\_ she served a copy of \_\_\_\_\_

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## 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 PURSUANT TO 735 ILCS 5/9-104.1 on

Richard Pellegrini and Donna Pellegrini by sending a copy thereof to the last known address of the said Richard Pellegrini and Donna Pellegrini by certified mail, return receipt requested from the addressee.

*Kathy Williams*

Subscribed and Sworn to before me this 4th day of May, 2004.

*Kathleen C. Krason*  
Notary Public



-or-

### Affidavit of Service

the \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, being duly sworn on oath, deposes and states that on \_\_\_\_\_ served a copy of **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 PURSUANT TO 735 ILCS 5/9-104.1** on \_\_\_\_\_ by personally delivering a copy thereof to \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

-or-



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## Affidavit of Service

\_\_\_\_\_, being duly sworn on oath, deposes and states that on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_ served a copy of **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 PURSUANT TO 735 ILCS 5/9-104.1** by putting a copy thereof on the main door of the Property, no one being in actual possession thereof.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office



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Property of Cook County Clerk's Office

AFTER RECORDING MAIL TO:

RONALD N. PRIMACK  
LAW OFFICES OF RONALD N. PRIMACK, L.L.C.  
18607 TORRENCE AVENUE  
SUITE 2B  
LANSING, IL 60438