

# UNOFFICIAL COPY



After Recording  
Mail to: Paris Fountis  
9948 South Wood  
Palos Hills, IL 60465

Doc#: 0634248041 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/08/2006 11:28 AM Pg: 1 of 7

## DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

|                       |                       |                     |
|-----------------------|-----------------------|---------------------|
| To: JESUS BRITO       | JACK HANCOCK, Esq.    | JESUS BRITO         |
| 16 Forest Parkway     | 519 Forest Parkway    | 125 S. Salem Drive  |
| Building C-11/15      | Suite 100             | McDonough, GA 30253 |
| Forest Park, GA 30297 | Forest Park, GA 30297 |                     |

Whereas, on the 1<sup>st</sup> day of April 2003, STANDARD BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1999, KNOWN AS TRUST NO.16230, by PARIS FOUNTIS and DOXA FOUNTIS, beneficiaries, (hereinafter referred to as "Seller") under Installment Agreement for Trustee's Deed (hereinafter "Contract") concerning the herein legally described property with JESUS BRITO (hereinafter referred to as "Purchaser"),

Seller, served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED AND NOTICE OF INTENTION TO FILE FORCIBLE ENTRY AND DETAINER ACTION, to Purchaser;

Such Notice being served by express mail delivery on November 7, 2006 received at Purchaser's address; and

Whereas, said Notice stated that Purchaser was in default under the provisions of the Contract as follows:

Purchaser has made improvements and/or changed the subject premises without the written consent of Seller, specifically, the removal of sprinkler system supports, flooring, ceiling and drywall; and

Purchaser failed to maintain and deliver to Seller the hazard insurance policy as required.

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Seller has made a demand of Purchaser to correct the deficiencies and Purchaser has not made said corrections.

Whereas, Purchaser under said Contract has failed to cure the defaults set forth in said Notice and more than thirty (30) days have elapsed from the date of service of said Notice.


Now, Therefore, Seller under that certain INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED dated the 1<sup>st</sup> day of April 2003 with Purchaser, concerning the following described property:

Commonly known as: 7709-11 W. Roosevelt Road, Forest Park, Illinois 60130.

See Legal Descriptions and PIN(s) Attached

HEREBY DECLARES that all of the rights of the said Purchaser under said INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED are hereby forfeited and extinguished, and that all payments made by Purchaser under said Contract, will be retained by Seller pursuant to their rights under said Contract and that all rights of Purchaser thereunder, are hereby forfeited.

In Witness Whereof, Paris Fountis have set hand and seal at Maywood, Illinois this 8th day of December 2006.

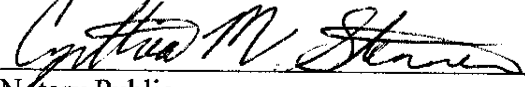
  
\_\_\_\_\_  
PARIS FOUNTIS

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )



Given under my hand and official this 8<sup>th</sup> day of December, 2006.

12/8/06  
Date

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

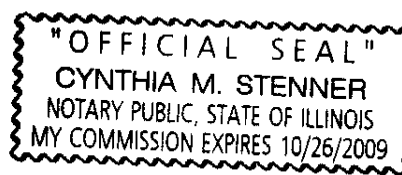
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## AFFIDAVIT OF SERVICE

Paris Fountis, being duly sworn on oath deposes and says on the 8<sup>th</sup> day of December, 2006, s/he served a copy of the DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED UPON Purchaser, JESUS BRITO and JACK HANCOCK, ESQ. by sending a copy thereof to the last known address of the said JESUS BRITO and JACK HANCOCK, ESQ by certified mail with request for return receipt from the addressee.

*Paris Fountis*

Subscribed and sworn to before me  
This 8<sup>th</sup> day of December, 2006.



*Cynthia M. Stenner*  
NOTARY PUBLIC

PROPERTY OF Cook County Clerk's Office

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Property of Cook County Clerk's Office

## LEGAL DESCRIPTION

### Parcel One:

Lots 10 to 14 inclusive in Lehman and Sturck's Subdivision of Block 28 in Dunlop's Addition to Oak Park in the South  $\frac{1}{2}$  of Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel Two:

Lots 20, 21, 22, 23 and 24 in Block 29 in Joseph K. Dunlop's Subdivision of Blocks 17, 26, 27 and 29 in Dunlop's Addition to Oak Park in the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  East of Des Plaines Avenue, in Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel Three:

Lots 16, 17, 18 and 19 in Block 29 in Joseph K. Dunlop's Subdivision of Blocks 17, 26, 27 and 29 in Dunlop's Addition to Oak Park, a Subdivision of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  and the that part of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  lying East of Des Plaines Avenue, in Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### Commonly Known as:

7709 West Roosevelt Road, Forest Park, Illinois 60130

### P.I.N.:

15-13-313-018, 15-13-313-019, 15-13-313-020, 15-13-314-012,  
15-13-314-013, 15-13-314-014, 15-13-314-015, 15-13-314-030.

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## NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED AND NOTICE OF INTENTION TO FILE FORCIBLE ENTRY AND DETAINER ACTION

TO: JESUS BRITO  
16 Forest Parkway  
Building C-11/19  
Forest Park, GA 30297

JESUS BRITO  
125 South Salem Drive  
McDonough, GA 30253

WHEREAS, on the 1st day of April, 2003, JESUS BRITO (hereinafter "Purchaser") did enter into a certain INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED (hereinafter "Contract") with STANDARD BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1999, AND KNOWN AS TRUST NO. 16230, by PARIS FOUNTIS AND DORA FOUNTIS, BENEFICIARIES (hereinafter "Seller"), concerning the following legally described real estate:

SEE ATTACHED LEGAL DESCRIPTION

Commonly known as: 7709-11 West Roosevelt Road, Forest Park, Illinois (hereinafter "Property"); and

WHEREAS, pursuant to the Contract, Purchaser agreed to pay the sum of \$1,015,000.00 for the Property in monthly installments of \$6,192.34 or more until paid in full as well as the real estate taxes; and

WHEREAS, the Contract provides in part that time is of the essence, and if the Purchaser shall fail to perform any of the other covenants of the Contract, then the Contract shall, at the option of Seller, be forfeited and determined and any and all payments that are made by Purchaser shall be retained by Seller; and

WHEREAS, Purchaser is required to maintain and deliver to Seller a hazard insurance policy insuring the subject property in accordance with the terms contained therein; and

WHEREAS, Purchaser has made improvements and/or changed the subject premises without the written consent of Seller, specifically, the removal of sprinkler system supports, flooring, ceiling and drywall; and

WHEREAS, Purchaser has failed to maintain and deliver to Seller the hazard insurance policy as required.

NOW, THEREFORE, Purchaser, you are hereby notified:

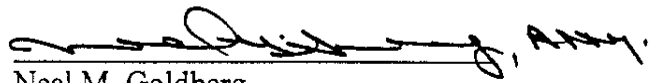
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1. Unless all defaults under the Contract are cured on or before the 7th day of December, 2006, that it is the intention of Seller to declare all your rights to be forfeited and all payments made by you will be retained by Seller.


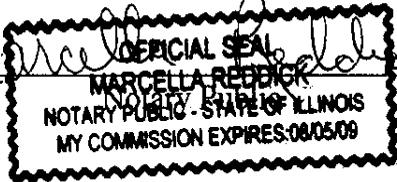
2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under an Act relating to Forcible Entry and Detainer unless you remedy the aforesaid defaults on or before the 7th day of December, 2006.

3. Demand is hereby made of you for possession of the Property.

IN WITNESS WHEREOF, Neal M. Goldberg, as attorney and agent for STANDARD BANK & TRUST COMPANY, as Trustee aforesaid, has hereunto set his hand and seal this 7<sup>th</sup> day of November, 2006.

  
Neal M. Goldberg,  
Attorney and Agent

SUBSCRIBED AND SWORN TO  
before me this 7<sup>th</sup> day of November, 2006.

CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED

cc: Paris Fountis ✓  
Arnold S. Newman, Esq.  
Jack Hancock, Esq.  
Robert R. Cohen

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EXHIBIT A

LEGAL DESCRIPTIONParcel One:

Lots 10 to 14 inclusive in Lehman and Starck's subdivision of Block 28 in Dunlop's Addition to Oak Park in the South  $\frac{1}{4}$  of Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.

Parcel Two:

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Common address: 7709 W. Roosevelt Road, Forest Park, IL 60130  
P.I.N.: 15-13-313-018 thru 020, 15-13-314-012 thru 015 and  
15-13-314-030