

UNOFFICIAL COPY



Doc#: 0919850005 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2009 11:25 AM Pg: 1 of 2

DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED

WHEREAS, on the 11th day of June 2009, Chicago Title Land Trust Company under Trust Number **8002348467** dated **April 2, 2007** as Seller under Installment Contract for Deed dated July 3, 2008 concerning the herein legally described property with Ethan Tucker as Purchaser, (hereinafter "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, such Notice being served by personal delivery; and

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

Monthly payments of \$1,705.00 were to begin on August 1, 2008 and each month thereafter and Purchaser has failed to make payments which covered the interest due January 1, 2009 through the present.

WHEREAS Ethan Tucker, the Purchaser under said Contract has failed to cure the defaults set forth in said Notice and more than (10) days have elapsed from the date of service.

NOW THEREFORE, Chicago Title Land Trust Company under Trust Number **8002348467** dated **April 2, 2007**, as Seller under that certain Installment Contract for Deed dated the 3rd day of July, 2008 with Ethan Tucker as Purchaser, concerning the following described property:

LEGAL DESCRIPTION: LOT 13 AND THE SOUTH 7 FEET OF LOT 14 IN JEMINA LAING'S SUBDIVISION OF THE NORTH 1/3 OF BLOCK 4 OF THE CIRCUIT COURT COMMISSIONER'S PARTITION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 20-25-415-017-0000

Commonly known as: 7604 South Yates, Chicago, IL 60649

HEREBY DECLARES that all of the rights of the said Ethan Tucker as Purchaser, under said Installment Contract for Deed are hereby forfeited and extinguished and that all payments made by Ethan Tucker as Purchaser under said Installment Contract for Deed will be retained by Seller pursuant to their rights under said Installment Contract for Deed and that all of the rights of Ethan Tucker as Purchaser

and not personally

2 Pg

UNOFFICIAL COPY

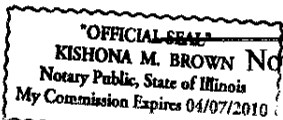
thereunder, are hereby forfeited.

IN WITNESS WHEREOF, Seller has set their hand and seals at Chicago, Illinois this 16th of July, 2009.

Chicago Title Land Trust Company u/t/#8002348467

BY: [Signature] and not personally
Christine C. Young ~~General Counsel~~

Subscribed and Sworn to before me this 16 day of July, 2009.



ZEFF ALEX being duly sworn on oath deposes and states that on the 16th day of July, 2009, served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED upon Ethan Tucker by personally delivering a copy thereof to him at 917 W. Agitate Ave, Chicago, IL 60640.

Subscribed and Sworn to before me this 16 day of July, 2009.

Milena Markova
Notary Public



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the effect of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied at any time and in any way, if any, being expressly waived and released.