

UNOFFICIAL COPY



Doc#: 0924350031 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/31/2009 11:32 AM Pg: 1 of 2

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

WHEREAS, on the 17th day of July 2009, Chicago Title Land Trust Company under Trust Number **8002348467** dated **April 2, 2007** as Seller under Installment Contract for Deed dated March 20, 2008 concerning the herein legally described property with Dan Matis as Purchaser, (hereinafter "Contract") served a copy of the 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:

Purchaser ceased making payments on the 12th day of December, 2008, and has failed to pay any installments due thereafter and there is now due and owing the Seller the sum of Twenty Two Thousand Three Hundred Twelve Dollars and 50/100 (\$22,312.50) plus late fees for the period from December 1, 2008 through July 15, 2009 (This included interest owed);

WHEREAS Dan Matis, 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 10th day of March, 2008 with Dan Matis as Purchaser, concerning the following described property:

LEGAL DESCRIPTION:

LOT 28 IN THE SUBDIVISION OF BLOCKS 4,5,6,7,8 AND 9 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 13-35-401-033-0000

Commonly known as: 3534 West Cortland Street, Chicago, Illinois, 60647(hereinafter "Property"); and

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HEREBY DECLARES that all of the rights of the said Dan Matis as Purchaser, under said Installment Contract for Deed are hereby forfeited and extinguished and that all payments made by Dan Matis 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 Dan Matis as Purchaser thereunder, are hereby forfeited.

IN WITNESS WHEREOF, Seller has set their hand and seals at Chicago, Illinois this 27th of August, 2009.

Chicago Title Land Trust Company

BY [Signature]
Chicago C. Young

Subscribed and Sworn to before me this 28 day of August, 2009.

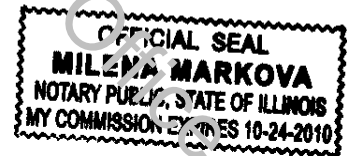
[Signature]
Notary Public

ZEFF ASNER, being duly sworn on oath deposes and states that on the 31 day of August, 2009, served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED upon Dan Matis by personally delivering a copy thereof to Dan Matis at 300 N. HALSTED, CHICAGO IL 60657

[Signature]

Subscribed and Sworn to before me this 31 day of August, 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 intention 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 land 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, all such personal liability, if any, being expressly waived and released.