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Doc#. 1725657138 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/13/2017 11:34 AM Pg: 1 of 6

COVER SHEET FOR DECLARATION OF FORFEITURE
AND
TERMINATION OF ALL RIGHTS OF PURCHASER
UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

SELLER: The Secretary of Veterans Affairs an Officer of the United States of America – assigned to Bankers Trust Company of California, N.A., as Trustee for Vendee Mortgage Trust 2000-3, without recourse, except as provided in a Pooling and Servicing Agreement dated September 1, 2000

PURCHASER: Gloria M. Figueroa

Property Address: 12856 S. Eggleston Ave., Chicago, IL 60628

Permanent Index Number: 25-33-116-082-0000

RETURN TO: Heavner, Beyers & Mihlar, LLC
Attn: Jody Kercheval
111 E. Main St.
Decatur, IL 62523

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**DECLARATION OF FORFEITURE
AND
TERMINATION OF ALL RIGHTS OF PURCHASER
UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE**

This Declaration of Forfeiture is based on the following:

1. This notice relates to a certain Installment Contract for Sale of Real Estate dated June 2, 2000, between GLORIA M. FIGUEROA, signs GLORIA M. FIGEROA (Purchaser), and THE SECRETARY OF VETERANS AFFAIRS AN OFFICER OF THE UNITED STATES OF AMERICA (Seller) under which the Purchaser agreed to purchase from the Seller, and the Seller agreed to sell to the Purchaser, according to the terms of the Installment Contract for Sale of Real Estate, the following property:
 - a. Legal description:

Lot 5 (Except that Part of Said Lot 5 Described as Follows: Commencing at the Northeasterly Corner of Said Lot 5; Thence Southeasterly along the East Line of Said Lot 5 a Distance of 17 Feet; Thence Westerly on a Straight Line to the Northwesterly Corner of Said Lot 5; Thence Easterly along the Northerly Line of Said Lot 5 to the Point of Beginning) in Block 9 in New Roseland, being a Subdivision of Part of Fractional Section 33 North of the Indian Boundary Line and Part of Fractional Section 28 and 33 South of the Indian Boundary Line in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D #: 25-33-116-082
 - b. Common address: 12856 South Eggleston Avenue, Chicago, Illinois 60628.
2. Under the Installment Contract for Sale of Real Estate, the Buyer agreed to pay \$50,400.00 for the Property described above in the following manner: \$5,100.00 in cash paid prior to or upon the execution and delivery of the Contract and the balance of \$45,300.00, with interest on unpaid principal at the rate of 8.50% per annum, from the first day of June, 2000, which said principal and interest shall be payable in 360 equal monthly installments as follows: \$348.32 on the first day of August, 2000, and a like sum on the first day of each and every month thereafter until said principal and interest shall have been fully paid. Unless sooner paid, the unpaid balance of principal plus the accrued and unpaid interest shall be due and payable on the first day of July, 2030.

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3. On September 28, 2000, THE SECRETARY OF VETERAN AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA(Seller), assigned said Installment Contract for Sale of Real Estate to BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2000-3, WITHOUT RECOURSE, EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 1, 2000 (Assignee).
4. The Installment Contract for Sale of Real Estate states that Seller may assign all of Seller's rights hereunder, without the consent of Purchaser.
5. The Installment Contract for Sale of Real Estate states that time is of the essence.
6. The Installment Contract for Sale of Real Estate further states in Paragraph 15 that:

if default be made and continue for a period of thirty (30) days in the payment of any of the installments of principal, interest, or any other items hereinbefore stipulated, when the same become severally due hereunder, or in the payment of any other sum herein agreed to be paid by Buyer, or if default be made in the performance by Buyer of any other agreement, covenant, or obligation of Buyer hereunder, then in either, or any of said events, the whole unpaid balance due under the terms of this Agreement shall, at the option of Seller, immediately become due and payable and Seller may, at his/her option, (a) terminate by simple declaration of an election so to do with or without notice, all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property; or (b) terminate all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property in any appropriate proceeding, legal or equitable; or (c) enforce Buyer's obligations hereunder in any appropriate proceeding, legal or equitable

7. The Purchaser has failed to make the following payments under the Installment Contract for Sale of Real Estate:

The Buyer is in default for failing to pay the outstanding monthly installment payment due February 1, 2010, and those monthly installment payments due and accruing thereafter pursuant to the terms of the Installment Contract for Sale of Real Estate.

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8. On April 18, 2017, the Assignee, or the Assignee's attorney, served a certain Warning Notice, a true and correct copy of which is attached hereto and made a part of this Declaration of Forfeiture, by:

___ By personally serving such Warning Notice on GLORIA M. FIGUEROA, signs GLORIA M. FIGEROA; or


X By sending a copy of the Warning Notice to GLORIA M. FIGUEROA, signs GLORIA M. FIGEROA at the Purchaser's last known address, by certified mail, return receipt requested.

9. The Warning Notice stated that the Purchaser was in default under the provisions of the Installment Contract, reciting the specific defaults as set forth above.

10. The Purchaser under the Installment Contract for Sale of Real Estate failed to cure the defaults identified in the Warning Notice, and more than thirty (30) days have passed since the date on which the Buyer was served with the Warning Notice.

THEREFORE, Assignee BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2000-3, WITHOUT RECOURSE, EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 1, 2000, under the Installment Contract for Sale of Real Estate, hereby declare that all of the rights of GLORIA M. FIGUEROA, signs GLORIA M. FIGEROA, as Purchaser under the Installment Contract, are hereby forfeited and terminated, and that all payments made by Gloria M. Figueroa under the Installment Contract will be retained by the Assignee pursuant to the Installment Agreement.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.,
AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2000-3,
WITHOUT RECOURSE, EXCEPT AS PROVIDED IN A
POOLING AND SERVICING AGREEMENT DATED
SEPTEMBER 1, 2000, Assignee



Danielle E. Patterson
Of Heavner, Beyers & Mihlar

STATE OF ILLINOIS)
) SS.
COUNTY OF Macon)

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Subscribed and sworn to before me this July 18, 2017

Elizabeth M Lindsey

Notary Public



Property of Cook County Clerk's Office

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AFFIDAVIT OF SERVICE

Danielle E. Patterson, being first duly sworn, on oath deposes and states that on 18, 2017, the undersigned served a copy of the foregoing Declaration of Forfeiture on GLORIA M. FIGUEROA, signs GLORIA M. FIGEROA, as follows:

_____ By personally delivering a copy of such Declaration of Forfeiture to whom it is addressed, as set forth above; or

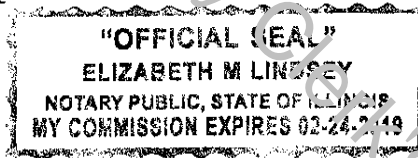
X By sending a copy of the Declaration of Forfeiture to the last known address of the person to whom the Declaration of Forfeiture is addressed, by certified mail, return receipt requested.

Danielle E. Patterson
By: Danielle E. Patterson

STATE OF ILLINOIS)
) SS.
COUNTY OF Macon)

Subscribed and sworn to before me this July 18, 2017

Elizabeth M. Lindsey
Notary Public



HEAVNER, BEYERS & MIHLAR, LLC
111 E. Main St.
Decatur, IL 62523
Tel: (217) 422-1719
Fax: (217) 422-1754
E-mail: DaniellePatterson@hsbattys.com