

What happens if you are sued for foreclosure in Illinois -- Supplement©

This supplement includes a forms guide as well as forms. The forms guide is for use only in filling out the forms. For more information about what these forms mean or are used for, consult the appropriate Self Help packet.

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Forms that are included in this supplement:

Application to Defend As A Poor Person

Entry of Appearance

Answer

Certificate of Mailing

FORMS GUIDE

ALL FORMS:

At the top of each form is the "caption". It is completed as follows:

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE **(number of circuit)** JUDICIAL CIRCUIT

(name of county) COUNTY

(Landlord's name))	
)	
)	
v.)	No. (get from Clerk at the time
)	you file)
(Tenant's name))	
)	
)	
Defendant.)	

Determine the number of the "Circuit" according to the chart on the next page. If your county does not appear in the chart, call the Circuit Clerk in the county in which you will be filing your case and ask for the number of the Circuit.

Circuit Courts in Illinois

Cook County is its own judicial circuit. The rest of the counties in Illinois fall into one of 21 circuits.

First Circuit -	The counties of Alexander, Pulaski, Massac, Pope, Johnson, Union, Jackson, Williamson and Saline.
Second Circuit -	The counties of Hardin, Gallatin, White, Hamilton, Franklin, Wabash, Edwards, Wayne, Jefferson, Richland, Lawrence and Crawford.
Third Circuit -	The counties of Madison and Bond.
Fourth Circuit -	The counties of Clinton, Marion, Clay, Fayette, Effingham, Jasper, Montgomery, Shelby and Christian.
Fifth Circuit -	The counties of Vermilion, Edgar, Clark, Cumberland and Coles.
Sixth Circuit -	The counties of Champaign, Douglas, Moultrie, Macon, DeWitt and Piatt.
Seventh Circuit -	The counties of Sangamon, Macoupin, Morgan, Scott, Greene and Jersey.
Eighth Circuit -	The counties of Adams, Schuyler, Mason, Cass, Brown, Pike, Calhoun and Menard.
Ninth Circuit -	The counties of Knox, Warren, Henderson, Hancock, McDonough and Fulton.
Tenth Circuit -	The counties of Peoria, Marshall, Putnam, Stark and Tazewell.
Eleventh Circuit -	The counties of McLean, Livingston, Logan, Ford and Woodford.
Twelfth Circuit -	The county of Will.
Thirteenth Circuit	The counties of Bureau, LaSalle and Grundy.
Fourteenth Circuit -	The counties of Rock Island, Mercer, Whiteside and Henry.
Fifteenth Circuit -	The counties of JoDaviess, Stephenson, Carroll, Ogle and Lee.
Sixteenth Circuit -	The counties of Kane, DeKalb and Kendall.
Seventeenth Circuit -	The counties of Winnebago and Boone.
Eighteenth Circuit -	The county of DuPage.
Nineteenth Circuit -	The counties of Lake and McHenry.
Twentieth Circuit -	The counties of Randolph, Monroe, St. Clair, Washington and Perry.
Twenty-first Circuit -	The counties of Iroquois and Kankakee.

FORM: Application to Sue as a Poor Person

- Introduction:** Your name
- Paragraph 1:** Your address, include street and city.
- Paragraph 2:** The amount and source of your income, for example, \$339.00 per month in AFDC, supplemented by Food Stamps.
- Paragraph 3:** List other sources of income not listed in 2.
- Paragraph 4:** The amount of income you had in the last year.
- Paragraph 5:** Should be the same as 2, unless you expect your income to go up or down, in which case you should list what you expect your income to be.
- Paragraph 6:** List the names and birthdates of your children and/or others you support financially.
- Paragraph 7:** First blank: total value of your possessions;
Second blank: year and make of your car; if you do not have a car, simply put "none";
Third blank: value of your car;

Sign your name on both blank lines above where it says "Applicant" and print your name below each signature.

FORM: Answer

- Introduction:** Your name.
- Paragraph 1:** Put the amount which you think you owe.
- Paragraph 2:** Use the lines to tell the court (briefly) the reason why you are behind on your payments.
- Paragraph 3:** Check whether you intend to:
exercise your rights of reinstatement and/or redemption; **or**

waive your rights to redemption and reinstatement in exchange for the Lender agreeing to take the home as payment in full for all amounts owed.

PLEASE READ THE PACKET WHICH DESCRIBES THESE RIGHTS BEFORE YOU SELECT WHICH BOX TO CHECK.

Sign your name on both of the long blank lines and print your name below each signature on the shorter blank line.

In the lower left hand corner, print your name before where it says "pro se" and put your address and telephone number on the lines below.

FORM: Entry of Appearance

First blank: Your name.

Sign your name on the long blank line and print your name below your signature on the shorter blank line.

In the lower left hand corner, print your name before where it says "pro se" and put your address and telephone number on the lines below.

FORM: Certificate of Mailing

First blank: Your name.

Second blank: Put either Answer or Entry of Appearance (depending on which one you filed) here.

Second blank: Name of attorney or person you mailed a copy of your Answer or Entry of Appearance to.

Third blank: Name of city in which you mailed your Answer or Entry of Appearance

Fourth blank: Date you mailed your Answer or Entry of Appearance.

Sign your name on both of the long blank lines and print your name below each signature on the shorter blank line.

In the lower left hand corner, print your name before where it says "pro se" and put your address and telephone number on the lines below.

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

_____,)	
Plaintiff,)	
)	
vs.)	Case No. _____ - LM - _____
)	
_____,)	
Defendant.)	

ANSWER

I, _____, on my own behalf and in support of my Answer state as follows:

1. That by my records I owe \$_____ on the loan which is secured by my home.

2. That I am am behind on my payments because:

_____.

3. That I (check one)

() wish to exercise my right of reinstatement by catching up on my missed payments within 90 days from the date I was served or my right of redemption by paying the total amount due within 210 days of the date I was served or 90 days after a judgment is entered by this court.

() will consent to the foreclosure and will waive my rights of reinstatement and redemption if Plaintiff is willing to waive any and all rights they may have to a deficiency judgment against me and against all other persons liable for the indebtedness or other obligations secured by the mortgage.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

Attorney Name: _____
Representing: _____
Address: _____
City, State: _____
Phone: _____
Email: _____

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

_____,)	
)	
)	
vs.)	Case No. _____ - LM - _____
)	
_____,)	
)	
)	
Defendant.)	

ENTRY OF APPEARANCE

I, _____, hereby enter my appearance in this case on my own behalf.

Attorney Name: _____
 Representing: _____
 Address: _____
 City, State: _____
 Phone: _____
 Email: _____

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

v. Plaintiff,)
Defendant.) Case No. _____ - LM - _____

ANSWER AND AFFIRMATIVE DEFENSES TO AN EVICTION COMPLAINT
APARTMENTS AND HOUSES

- 1. I deny that the landlord/owner has a right to possession of the property in question.
2. I have an agreement about the property with: _____
3. Our agreement is: (check one) in writing NOT in writing
4. I am: (check one) renting this property buying this property
5. Check YES if all three of the following statements apply to your situation. If they do not, then check NO.

I am buying, not renting this property; through a contract for deed;
The payments on my contract for deed are over a period of more than five years; AND
I have paid more than twenty percent of the purchase price.

Yes 9 No 9 If yes, then I should be evicted through the mortgage foreclosure process.

- 6. IF I have broken our agreement, it was because (check all that apply):
9 I had to pay for repairs that owner/ landlord refused to make to keep the property in a livable condition
9 the property was in an unlivable condition
9 the owner/landlord broke our agreement first by: _____

- 7. IF I have broken our agreement, the owner/landlord waived the violation by accepting a payment after learning of the violation. Yes 9 No 9

- 8. IF I have broken our agreement, I have corrected or attempted to correct this breach by (check all that apply):
9 paying the following amount \$ _____ on the following date: _____
9 attempting to pay the following amount \$ _____ on the following date _____ but it was refused by the owner/landlord.
9 other: _____

9. I have failed to receive the following notice as required by law or by our agreement (check one)

30 day notice before the date the lawsuit was filed

this notice is required in leases that are month to month where the eviction is not for a breach of the agreement but because the term of the agreement expired and in contract for deed cases.

10 day notice before the date the lawsuit was filed that correctly specified how the agreement was violated

this notice is required for any breach of a lease agreement except for nonpayment of rent

7 day notice before the date the lawsuit was filed

this notice is required in leases that are week to week where the eviction is not for a breach of the agreement, but because the agreement ended

5 day notice before the date the lawsuit was filed that correctly specified the amount owed.

this notice is required in cases of nonpayment of rent

Other: _____

10. The landlord/owner has broken our agreement by (check all that apply):

failing to maintain the property in a livable condition

failing to provide either heat, water, sewer, or electricity

interfering unreasonably by frequently entering the property or by entering the property without notice

failing to pay the utility bill which is in the owner/landlord's name

failing to provide me with a written copy of any changes to our agreement

11. The landlord/owner has tried to evict me in an unlawful manner by: (check all that apply)

locking me out of the property

moving my personal belongings without a court order

turning off my utilities

failing to make necessary repairs to the property

interfering with my personal enjoyment of the property

attempting to retaliate against me for my complaint to a government authority

discriminating against me on the basis of age, gender, religion, race, disability, national origin, or family status

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Signature

Date

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

v. Plaintiff,)
Defendant.) Case No. _____ - LM - _____

ANSWER AND AFFIRMATIVE DEFENSES TO AN EVICTION COMPLAINT
MOBILE HOMES

1. I deny that the landlord/owner has a right to possession of the property in question.

2. I have an agreement about the property with:

3. Our agreement is: (circle one) in writing NOT in writing

4. I am: (check one) 9 renting the mobile home and the lot
9 buying the mobile home, but renting the lot
9 buying the mobile home and the lot

5. Check YES if all three of the following statements apply to your situation. If not, then check NO.

I am buying, not renting this property; through a contract for deed;
The payments on my contract for deed are over a period of more than five years; AND
I have paid more than twenty percent of the purchase price.

Yes 9 No 9 If yes, then I should be evicted through the mortgage foreclosure process.

6. IF I have broken our agreement, it was because (check all that apply):

9 I had to pay for repairs that owner/ landlord refused to make to keep the property in a livable condition
9 the property was in an unlivable condition
9 the owner/landlord broke our agreement first by:

7. IF I have broken our agreement, I have corrected or attempted to correct this breach by (check all that apply):

9 paying the following amount \$_____ on the following date:

attempting to pay the following amount \$_____ on the following date:

but it was refused by the owner/landlord.

other:

8. IF I have broken our agreement, the owner/landlord waived the violation by accepting a payment after learning of the violation.

Yes No

9. I have failed to receive the following notice as required by law or by our agreement (check one):

30 day notice before the date the lawsuit was filed

this notice is required in leases that are month to month where the eviction is not for a breach of the agreement but because the term of the agreement expired and in contract for deed cases.

10 day notice before the date the lawsuit was filed that correctly specified how the agreement was violated

this notice is required for any breach of a lease agreement except for nonpayment of rent

7 day notice before the date the lawsuit was filed

this notice is required in leases that are week to week where the eviction is not for a breach of the agreement, but because the agreement ended

5 day notice before the date the lawsuit was filed that correctly specified the amount owed.

this notice is required in cases of nonpayment of rent

Other:

10. The landlord/owner has broken our agreement by (check all that apply):

failing to maintain the property in a livable condition

failing to provide me with a written copy of all rules and regulations governing the park BEFORE I signed my lease

failing to provide either heat, water, sewer, or electricity

interfering unreasonably by frequently entering the property or by entering the property without notice

failing to pay the utility bill which is in the owner/landlord's name

failing to provide me with a written copy of any changes to our agreement

charging me a security deposit higher than one month's rent

11. I live in a mobile home park that contains five or more mobile homes. The landlord/owner has violated the law by (check all that apply):

failing to provide me a written 12 month lease

failing to automatically renew my lease without a 30 day notice

- failing to provide me with a written copy of all rules and regulations governing the park BEFORE I signed my lease
- failing to provide me with a year's notice of closing the mobile home park
- failing to provide me with a written copy of any changes to our agreement
- failing to provide me with 30 days advance written notice of any changes to park rules
- charging late fees for rent which was less than five days late

12. The landlord/owner has tried to evict me in an unlawful manner by: (check all that apply):

- locking me out of the property
- moving my personal belongings without a court order
- turning off my utilities
- failing to send me written notice of a violation of our agreement as well as a 24 hour period to correct the violation
- failing to make necessary repairs to the property
- interfering with my personal enjoyment of the property
- attempting to retaliate against me for my complaint to a government authority
- discriminating against me on the basis of age, gender, religion, race, disability, national origin, or family status

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Signature

Date