

Notices Received by Chicago Tenants in Foreclosed Buildings:

1) Illegal and Misleading Notices to Vacate:

**EVERYONE HAS TO VACATE  
THE BUILDING WITHIN ONE  
WEEK OR YOU WILL BE  
EVICTED!**

"ATTENTION"  
This property has been  
foreclosed on by the bank.  
Please call "Floyd"  
[REDACTED]  
for more information, and  
to participate in the <sup>\$</sup>CASH  
FOR KEYS PROGRAM. The  
bank has started eviction  
processes. Please call

THIS PROPERTY HAS BEEN TAKEN OVER  
BY THE BANK. THE PROPERTY IS NOW IN  
EVICTION. WE NEED YOU TO PLEASE  
CONTACT LEON AT (312) [REDACTED] SO  
THAT YOU CAN MAKE ARRANGEMENTS  
TO LEAVE THE PREMISES. THANK YOU  
FOR YOUR COOPERATION IN ADVANCE.

[REDACTED] REALTY, CO

(ADDRESS)

Date: 04/07/11

The Agent named below has been  
requested to determine the occupancy  
status of the property.

If you do not contact the Agent immediately  
to arrange for removal of your personal  
property, any personal property remaining  
on the premises may be deemed abandoned  
and removed from the property.

CONTACT THE AGENT FOR  
FURTHER DETAILS

# VERY URGENT!!!

Please be advised that your ownership interest or your landlord's ownership interest in this property has been terminated as a result of a mortgage foreclosure or other legal action.

On behalf of our client you are requested to vacate the property.

If you do not vacate the property with all of your possessions legal action will be taken. This may result in being forcibly evicted, and your possessions removed from the property.

Time is of the essence in this notification. Contact us immediately. We may be able to make short-term arrangements while you seek alternative housing. The more time that passes, your options decrease.

Please contact:

The contact information is redacted with black boxes. A small box above the main redaction contains the word "REALTOR". At the bottom of the redacted area, there are two logos: the "MLS" logo and a house icon.

**2) 90 Days Notice:** The following notice was posted on the unit of a tenant with a bona fide lease that extends well beyond the 90 day notice period. The notice does not acknowledge that the tenant may have the right to live out the remaining term of a bona fide lease (pursuant to the PTFA); fails to name the tenant or inquire into tenant's lease terms; and the attorney's signature is illegible and the signature block with contact information customarily placed under an attorney's signature is omitted.

**NOTICE OF INTENT TO FILE FORCIBLE ENTRY AND DETAINER ACTION  
AND  
DEMAND FOR POSSESSION**

To: ~~ALL~~ **All Unknown Occupants**

**DEMAND FOR POSSESSION**

██████████ hereby demands possession of the following described premises 90 days from the date the you are properly served with this Notice of Intent to File Forcible Entry and Detainer Action

██████████ Chicago, IL. 60641  
*1st Fl*

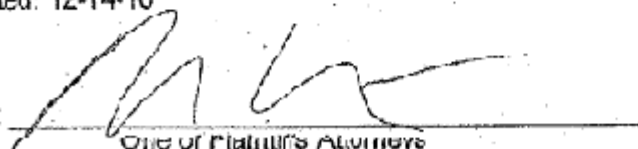
**NOTICE OF INTENT TO FILE FORCIBLE ENTRY AND DETAINER ACTION**

You are hereby notified that the Property known as ██████████ Chicago, IL. 60641 has been foreclosed and is now owned by ██████████.

You are further notified that the Owner of the Property is hereby notifying you pursuant to 735 ILCS 5/15-1701 that the Owner and/or its Agent intends to file a Forcible Entry and Detainer Action against you and all Unknown Occupants, ((for possession only,)) 90 days after this Notice of Intent to File Forcible Entry and Detainer Action is properly served upon you.

**This law firm is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.**

Dated: 12-14-10

By:   
One of Plaintiff's Attorneys

**3) Cash for Keys:** The following "Occupant Move-Out Agreement & Release" was offered to a tenant in a Chicago building covered by the RLTO. The agreement requires that the tenant release and waive any and all claims against the bank, yet fails to acknowledge what rights the tenant is waiving. The agreement is silent on the bank's obligation under the RLTO to return the tenant's security deposit, and requires that the tenant complete a W-9 form in order to pay taxes for the entire amount. Banks that own properties in Chicago do not have procedures to account for security deposits, and "relocation assistance" is, without fail, treated as taxable income, even when all or a portion of the payment could be characterized as security deposit.

Asset #: [REDACTED]  
Property Address: [REDACTED] CHICAGO, IL 60612  
Previous Mortgagor: [REDACTED]  
Eviction Specialist: [REDACTED]

**OCCUPANT MOVE-OUT AGREEMENT & RELEASE**

Whereas, [REDACTED] or any other entity which has retained [REDACTED] to service its property purchased at foreclosure sale ("the Foreclosure Sale") that certain real property and improvements commonly known as

[REDACTED] IL 60612 (the "Property")  
[REDACTED] (the "Occupant")

are all adult occupants currently residing in the Property.

[REDACTED] has agreed to pay Occupant [REDACTED] (the "Relocation Assistance") to surrender possession of the Property, and Occupant desires to surrender possession of the Property, on the following terms:

- SURRENDER DATE.** If, on or before 10/1/2010 ("Surrender Date"), the Occupant vacates and surrenders possession of the Property to [REDACTED] and complies with the requirements of this Agreement, then, subject to the provisions of this Agreement, [REDACTED] will pay the Relocation Assistance to the Occupant. If Occupant fails to surrender total and complete possession of the Property by the Surrender Date, then [REDACTED] shall be under no obligation to pay Occupant any funds whatsoever or delay eviction (Lockout) proceedings in any manner. Further, any property that is left on premises will be deemed abandoned and [REDACTED] may dispose of it in any manner it sees fit.
- REQUIREMENTS FOR PAYMENT.** [REDACTED]'s obligation to pay Relocation Assistance is contingent on completion of EACH of the following: (a) the Property being surrendered free from all personal property, including trash and/or debris (both interior and exterior); (b) Occupant providing proof of all utilities being paid through Surrender Date; (c) the Property being in good condition and repair, with no fixtures removed; (d) Occupant providing [REDACTED] a completed W-9 tax form; (e) [REDACTED]'s agent inspecting the Property to confirm surrender in the condition specified in this Agreement; and (f) Occupant's written acknowledgment of surrender of the Property to [REDACTED]. The inspection required above will be completed within one (1) business day of receipt by [REDACTED]'s agent of the signed Acknowledgment of Surrender.
- CO-OPERATION IN PRE-MARKETING.** Occupant agrees to allow [REDACTED] or its designated agents access to Property for valuation, to place reasonable "for sale" signs on the Property, and to show the Property to prospective purchasers thereof, on reasonable notice to Occupant.

**EVICTON PROCEEDINGS.** If eviction proceedings have not been commenced, [REDACTED] will commence such proceedings as soon as the law allows. If eviction proceedings have been commenced, those proceedings will continue. [REDACTED] will forbear from forcible eviction of Occupant by LOGK OUT prior to the Surrender Date. A "Lock Out" is the forcible removal of Occupant from Property by the Sheriff/Marshal/Constable/ Bailiff pursuant to a court order. For any such eviction action that is or may be filed, Occupant agrees that [REDACTED] shall have judgment for possession only, with no Lock Out to occur prior to the Surrender Date. Occupant also agrees to personal jurisdiction in any action, waives any defenses to a judgment for possession, waives all rights to appeal, waives any right to move for a new trial, and waives any and all counter-claims and set-offs, with this Agreement being admissible in any such action. Occupant is aware that (a) [REDACTED] may pre-set a Lock Out date, which Lock Out date will not occur until after the Surrender Date, and (b) the commencement of any eviction proceeding can adversely impact Occupant's credit and/or other public information records.

**Cash for Keys Document Continued:**

- 5. **CONDITION OF PREMISES/OCCUPANCY.** Occupant shall maintain the Property in good condition and repair. Occupant shall do nothing to lessen the value of the Property. Occupant agrees [redacted] shall neither provide any utilities (gas, water, electricity, trash, etc.) to the Property, nor shall [redacted] make any repairs to the Property. This Agreement neither creates a tenancy of any type, nor does it give rise to a landlord/tenant relationship. Occupant's continued occupancy of the Property is at the sole risk, liability, and expense of Occupant.
- 6. **RIGHT TO LOCK OUT.** If Occupant fails either to vacate as agreed or to maintain the Property as agreed then [redacted] will continue legal proceedings and proceed with lock-out, without any notice of any type to Occupant, other than that required by law.
- 7. **RELEASE.** In exchange for the waiver of any right to post-foreclosure use and occupancy damages, Occupant hereby releases and forever discharges the "Releases" hereunder, consisting of [redacted] and each of its subsidiaries, associates, owners, stockholders, predecessors, successors and assigns, agents, directors, officers, partners, employees, representatives, lawyers and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, causes or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims demands, damages, loss, cost of expense, of any nature whatsoever, known or unknown, fixed or contingent, which the Occupant now has or may hereafter have against the Releases, or any of them, by reason of any matter, cause, or thing whatsoever including, but not limited to, any matter, cause, or claim of any type relating, directly or indirectly, to the loan which gave rise to the foreclosure, the foreclosure process, the Foreclosure Sale, this Agreement, or the Property.
- 8. **GENERAL PROVISIONS.** (a) The Foreclosure Deed may or may not have been recorded at the time of this Agreement. [redacted] has been informed by its attorney that the foreclosure sale is valid and is relying on that information in seeking possession of the Property. (b) If any part of this Agreement is found invalid, the remainder shall remain valid as if the invalid portion had never been a part of it. (c) This Agreement contains all the agreements between the parties and any statements, representations and warranties between the parties not contained in this Agreement are void and unenforceable.

This Agreement may only be modified, altered or amended by a writing signed by the parties. (d) This Agreement does not create a landlord tenant relationship nor will it be construed as a lease.

The Occupant further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releases, or any of them, who have consistently taken the position that they have no liability whatsoever to the Occupant.

**OCCUPANT AGREES THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING ITS OBLIGATIONS AND CONDITIONS FOR PAYMENT OF RELOCATION ASSISTANCE.**

[redacted] EVICTION SPECIALIST/AGENT  
[redacted]  
ITS: [redacted]  
Dated: 8/26/2010

Signature: [redacted] OCCUPANT  
Print Name: [redacted]  
SSN: [redacted]  
Dated: 8/27/10