



**In The Circuit Court
For The Seventh Judicial Circuit of Illinois
Sangamon County, Springfield, Illinois**

Case Number
(For Circuit Clerk's Use Only)

COMPLAINT FOR EVICTION FOR RESIDENTIAL REAL ESTATE

Section 1 (General Information):

Note: All information in Section 1 must be completed and must be legible before the Clerk will accept the form for filing.
 Note: If there is a written lease, a copy must be attached to and filed with the Complaint.
 Note: A copy of the Eviction Notice must be attached to and filed with the Complaint.

Ownership of Real Estate (Must be completed)

My name is on the title to the Real Estate or I am a licensed attorney:
 YES NO
 Warning: If the answer is "NO" you cannot file this Complaint. The Complaint must be filed and the case conducted only by a record owner of the Real Estate, or, an attorney licensed in the State of Illinois.

A. Names of all Landlords: (Individually or collectively, "Plaintiff")		
B. Names of all Tenants: (Individually or collectively, "Defendant")		And all "Unknown Occupants"
C. Address and City of rented property: ("Real Estate")		Sangamon County, Illinois
D. Amount of Rent Claimed: ("Rent")	\$	Note: May include late fees but <u>cannot</u> include security deposits, utilities, physical damages, etc. Note: If there is no rent claimed (because eviction is for lease violation, etc.) then Section 1(E) below must be completed.
E. Other Reason for Eviction other than Rent (Must be completed if there is no rent claimed):	<input type="checkbox"/> Lease Violation <input type="checkbox"/> Lease Term Expired <input type="checkbox"/> Rent Owed But Not Asked For	
F. Signature of Plaintiff	G. Date (MM/DD/YY)	
Sign Name Here:	Put Date Here: _____ / _____ / _____	

Section 2 (I Will Prove At Trial):

The Plaintiff, for Plaintiff's Complaint against Defendant pursuant to the Forcible Entry and Detainer Act (735 ILCS 5/9-101, et. seq.), ("Act") states as follows:

- At all times relevant to this Complaint the Plaintiff was (and is) a record owner of the Real Estate.
- Prior to the date of this Complaint, the Plaintiff (as lessor) and the Defendant (as lessee), entered into a written, oral, or partly written or partly oral agreement ("Lease Agreement") for Defendant's possession and use of the Real Estate.
- The Defendant took possession of the Real Estate pursuant to the Lease Agreement.
- Prior to the date of this Complaint, the Defendant defaulted in Defendant's obligations under the Lease Agreement, for non-payment of rent or some other violation of the Lease Agreement.
- Prior to the date of this Complaint, Plaintiff served Defendant a notice ("Notice") required by the Act, in the proper form and in the proper manner.
- As of the date of this Complaint, the Defendant did not comply with the requirements contained in the Notice within the time provided the Defendant under the Notice.
- Notwithstanding the foregoing, as of the date of this Complaint the Defendant unlawfully withholds possession of the Real Estate from Plaintiff, whether by continuing to reside in the Real Estate, by storing and/or leaving personal property within the Real Estate and/or by failing to otherwise return possession of the Real Estate to Plaintiff, whether by writing, words or conduct.
- The Plaintiff, as lessor, has incurred court costs as a result of the breach of the Defendant as set forth in this Complaint.

Wherefore, the Plaintiff prays that this Honorable Court enter judgment for the Plaintiff as follows:

- That the Court finds the rental agreement terminated, and orders the return of possession of the premises to Plaintiff.
- That the Court awards Plaintiff judgment in favor of Plaintiff and against Defendant for Rent in the amount set forth in Section 1(D) above, if any.
- That the Court awards Plaintiff the Plaintiff's Court costs.
- That the Court awards Plaintiff any other relief as may be just and proper.

Section 3 (Verification by Certification):

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure [735 ILCS 5/1-109] the Plaintiff by signing this Complaint in Section 1(F) above, 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 Plaintiff certifies as aforesaid that the Plaintiff verily believes the same to be true.

File Stamp
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