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2001-02-13 13:40:02

Cook County Recorder

63.50

Declaration of Forfeiture

**DECLARATION OF FORFEITURE AND EXTINGUISHMENT
OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF
AGREEMENT FOR TRUSTEE DEED/WARRANTY DEED**



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Whereas, on the 23rd day of December 2000, John Grafft as assignee from Reliable Mortgage Corp. beneficiary of MAYWOOD-PROVISO STATE BANK land trust dated 10/6/86 and known as Trust No. 7157, as Seller under a certain ARTICLES OF AGREEMENT FOR DEED with LEROY DICKENS and STELLA DICKENS his wife, as purchaser served a copy of the attached **NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR TRUSTEE DEED/WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO ILL. REV. STAT. C. 110, SEC. 9-104.2**

Whereas, said Notice stated the Purchaser was in default under the provisions of the contract as follows:

- 1) Purchaser in the contract agreed to pay the sum of the sum of \$50,000 principal plus 11% interest, payable in monthly installments of \$477.00 for 356 months plus with payment in full by 9/1/21; and whereas, Purchaser in the contract agreed to pay a monthly prorata escrow for real estate taxes and insurance, in monthly amounts of at least \$243.00; and whereas Purchaser in the Contract agreed to pay other expenses including water; and
- 2) The Contract provides in part that time is of the essence, and that in the event of Purchaser's default in any payment of principal and/or interest when due, or if Purchaser should fail to perform any of the other covenants of the Contract, then the Contract shall at the option of the Seller be forfeited and determined and any and all payments theretofore made by Purchaser shall be retained by Seller; and
- 3) The Purchaser in the year 2000 owed the sum of \$720.00 monthly which is \$8,640.00 for the year, but paid only \$2,480, Purchaser is in arrears for the year 2000 in the amount of \$6,160; and whereas Purchaser is entered the year 2000 with a balance owed of \$50,269.19; Purchaser is in default of the Contract
- 4) The Purchaser is in default of the Contract and owes the present sum of \$56,459.88.

Whereas the Purchaser under said Contract has failed to cure the defaults set forth in said Notice and more than thirty (30) days have elapsed from the date of service.

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Now, Therefore, above named Seller under that certain Articles of Agreement, identified above, with above named Purchaser concerning the following described property:

THE NORTH 1/2 OF LOT 13 AND ALL OF LOT 14 IN BLOCK 148 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.: 15-14-121-012;

Commonly known as 1212 S. 3rd Avenue, Maywood, IL 60153

HEREBY DECLARES that all of the rights of the said above named Purchaser under above identified Articles of Agreement are hereby forfeited and extinguished, and that all payments made by above named Purchaser under said Agreement will be retained by Seller pursuant to their rights under above identified Articles of Agreement and that all of the rights of above named Purchaser hereunder, are hereby forfeited.

In Witness Whereof, above identified Seller has set his hands and seals at Chicago, Illinois this 13th day of February, 2001.

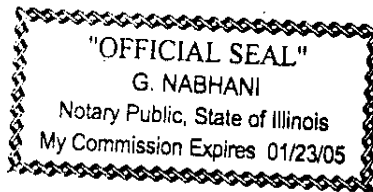
John C. Grafft
Seller

STATE OF ILLINOIS)
)ss
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John C. Grafft, personally known to me to be the same person(s) whose name is subscribed to the foregoin instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth , including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of Feb., 2001.

G. Nabhani
NOTARY PUBLIC



AFFIDAVIT OF SERVICE

Frank Pishler, being duly sworn on oath deposes and says that on the 13th day of February, 2001, she served a copy of DECLARATION OF FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED/ WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO Ill. Rev. Stat., c. 10, sec. 9-104.2, upon Leroy Dickens and Stella Dickens, his wife by sending a copy thereof to the last known address of the said Leroy Dickens and Stella Dickens, his wife by certified mail with request for return receipt from the addressee, namely 1212 S. 3rd Avenue, Maywood, IL.

[Signature]
Affiant

Subscribed and Sworn to before me
this 13th day of Feb, 2001.

[Signature]
NOTARY PUBLIC



Property of Cook County Clerk's Office

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Warning Notice/Demand for Possession

NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR TRUSTEE DEED/WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO *ILL.REV.STAT.*, C. 110, SEC. 9-104.2

To: Leroy Dickens and Stella Dickens, his wife
1212 S. 3rd Avenue
Maywood, Illinois 60153

You are hereby notified that:

Whereas, on the 27 day of December, 1991, Leroy Dickens and Stella Dickens, his wife, did enter into a certain Articles of Agreement for Trustee's Deed (hereinafter referred to as "Contract") with MAYWOOD-PROVISO STATE BANK, not individually but solely as Trustee under Trust Agreement dated October 6, 1986 and known as Trust No. 7157, under which contract purchaser agreed to pay Reliable Mortgage corporation of 10526 Cermak Road Suite 306, Westchester, IL 60154 and its assigns; which Contract was not recorded in the Office of the Recorder of Cook County, Illinois, concerning the following legally described real estate:

THE NORTH ½ OF LOT 13 AND ALL OF LOT 14 IN BLOCK 148 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.: 15-14-121-012; a/k/a: 1212 S. 3rd Avenue, Maywood, IL 60153.

Whereas, Purchaser in the contract agreed to pay the sum of the sum of \$50,000 principal plus 11% interest, payable in monthly installments of \$477.00 for 356 months plus with payment in full by 9/1/21; and whereas, Purchaser in the contract agreed to pay a monthly prorata escrow for real estate taxes and insurance, in monthly amounts of at least \$243.00; and whereas Purchaser in the Contract agreed to pay other expenses including water; and

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Whereas, the Contract provides in part that time is of the essence, and that in the event of Purchaser's default in any payment of principal and/or interest when due, or if Purchaser should fail to perform any of the other covenants of the Contract, then the Contract shall at the option of the Seller be forfeited and determined and any and all payments theretofore made by Purchaser shall be retained by Seller; and

Whereas the Purchaser in the year 2000 owed the sum of \$720.00 monthly which is \$8,640.00 for the year, but paid only \$2,480, Purchaser is in arrears for the year 2000 in the amount of \$6,160; and whereas Purchaser is entered the year 2000 with a balance owed of \$50,269.19; Purchaser is in default of the Contract.

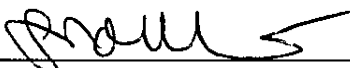
Whereas, the Purchaser is in default of the Contract and owes the present sum of \$56,459.88.

Whereas, pursuant to the provisions of *Ill.Rev.Stat.*, c. 100, sec. 9-104.2, demand for possession is hereby made upon you for possession if you fail to cure the defaults herein set forth by the time herein set forth.

Now, Therefore, , Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 30th day of January, 2001, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by seller.
2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under the act relating to forcible entry and detainer, unless you remedy the aforesaid defaults on or before the 30th day of January, 2001.
3. Demand is hereby made of you for possession of the Property commonly known as 1212 S. 3rd Ave., Maywood, IL 60153.

In Witness Whereof, Georgette Nabhani of the law office of Georgette Nabhani and Associates, 20 N. Clark, suite 1725, Chicago, IL 60602, as agent and attorney for Seller, has hereunto set her hand and seal this 23rd day of Dec., 2000.



Georgette Nabhani, attorney
20 N. Clark, suite 1725
Chicago, IL 60602
312-726-6175

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

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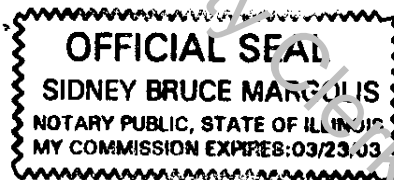
AFFIDAVIT OF SERVICE BY PERSONAL DELIVERY

G. Nabhan being duly sworn on oath deposes and says that on the 23rd day of December, 2000, I served a copy of NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED/WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO *Ill. Rev. Stat., c. 10, sec. 9-104.2*, upon Leroy Dickens and Stella Dickens, his wife by personally delivering a copy thereof to Leroy Dickens at 1212 S. 3rd Avenue, Maywood, IL.

[Signature]
Affiant:

Subscribed and Sworn to before me
this 24 day of Dec, 2000.

[Signature]
NOTARY PUBLIC



Notary's Office

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Property of Cook County Clerk's Office



Return to

Georgette Noham

20 N. Clark 1725

Chicago IL 60602

312-726-6175