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THIS INSTRUMENT PREPARED BY JESS E. FORREST 1400 RENAISSANCE DRIVE #203 PARK RIDGE, IL 60068



Doc#: 1122222011 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 08/10/2011 08:52 AM Pg: 1 of 2

NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT

TO Delaci Witherspoon 35 West 81st Street Chicago, IL 60620

YOU ARE HEREBY NOTIFIED THAT:

Whereas, on the 14th day of September, 2010, Delaci Witherspoon did enter into a certain Articles of Agreement for Deed with BARRY W. KOLLER, (nereinafter "Seller") concerning the following legally described real estate:

The West 14 feet of Lot 4 and the East 15 feet of Lot 5 in Block 2 in Griffins Subdivision of Blocks 1,2,3 and 4 in Street's Subdivision of the North ½ of the Northeast ¼ of he Northwest ¼ of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 1311 W. 111th Street, Chicago, IL 60643

PIN 25-20-103-020-0000

(hereinafter "Property"): and

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 or taxes, 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 for ret ed and determined and any and all payments theretofore made by Purchaser shall be retained by Seller; and

Whereas, Purchasers are in default under their loan with Seller, as follows:

Purchaser has failed to make the payments due on December 1, 2010, January and February of 2011 Each in the amount of \$537.04, which sum Includes taxes

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TOTAL DUE \$1,76.11 together with costs and Attorneys fees as provided for in said Articles of Agreement and Amendments thereto

NOW THEREFORE, PURCHASER, you are hereby notified:

- 1. That unless all defaults under the Contract are cured on or before the 19th day of March, 2011, including the payment due March 1, 2011, that it is the intention of Seller to declare all your rights under the Contract and all Amendments thereto 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 an Act releting to Forcible Entry and Detainer, unless you remedy the aforesaid defaults on or before the 19th day of March 2011.

In witness whereof BARRY W. KOLLER, has set his hand and seal this __16th__ day of February, 2011

BARRY W. KOLLER

Subscribed and Sworn to before me this

Day of February, 2011

16th

Notary Public

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