

# UNOFFICIAL COPY

DECLARATION OF FORFEITURE 2 1 3 0

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## DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREE- MENT FOR WARRANTY DEED

Whereas, on the 18th day of January, 1985, Daniel F. McCarthy, as Seller under Installment Agreement for Warranty Deed, dated the 31st day of March, 1982 concerning the herein legally described property, with Tommy Dortsch, as Purchaser, (hereinafter "Contract"), served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT, such Notice being served by certified mail; and

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

"Whereas, Purchaser ceased making payments at various times since execution of the Installment Agreement, and has never made any payments toward taxes or insurance; and, during the period from 4/1/82 to 1/1/85, there should have been 33 payments of \$770.00 each, to interest, or \$25,410.00, but Purchaser and his tenant have only made payments totalling \$17,743.40 for those purposes; and, during the period from 4/1/82 to 1/1/85, the Purchaser should have procured and paid for insurance, but has not done so, and should have paid the real estate taxes as they accrued; all of the foregoing requirements, and balances are set forth in the 3-page exhibit attached to the Notice reflecting a current balance due from Purchaser of \$123,927.00. In addition (but included in said balance), Purchaser was to have made payments toward principal at the rate of \$500.00 per month, commencing 4/1/83, which, as of 1/1/85, would have been 10 payments, or \$5,000.00; Purchaser has made none of these payments. Purchaser, or his tenant, ceased making payments on 1/2/85, which was less than the monthly payment then due, and has failed to pay any installments thereafter, and there is due and owing to Seller the following, for the period from 4/1/82 to 1/3/85:

Interest net payments	\$10,890.00
Real Estate Taxes	31,760.00
Principal payments	5,000.00
Insurance (never procured)	<u>Indeterminate</u>
	\$47,650.00

All of the foregoing constitute defaults."

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WHEREAS, Tommy Dortsch, 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.

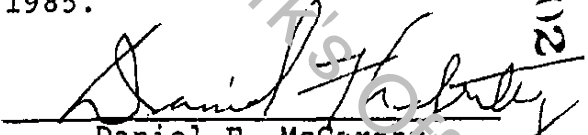
NOW, THEREFORE, Daniel F. McCarthy, as Seller under that certain Articles of Agreement for Warranty Deed dated the 31st day of March 1982 with Tommy Dortsch, as Purchaser, concerning the following described property:

The South 106 feet of Lots 9 and 10 and also the West 13 feet of the North 15 feet of the South 121 feet of Lot 10 in Block 3 in Merrill Ladd's Second Addition to Evanston, said addition being a subdivision of the West  $\frac{1}{2}$  of the South West  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1801 Church Street,  
Evanston, Illinois.

HEREBY DECLARES that all of the rights of the said Tommy Dortsch, as Purchaser, under said Articles of Agreement for Warranty Deed are hereby forfeited and extinguished, and that all payments made by Tommy Dortsch, as Purchaser under said Articles of Agreement for Warranty Deed will be retained by Seller pursuant to their rights under said Articles of Agreement for Warranty Deed and that all of the rights of Tommy Dortsch, as Purchaser thereunder, are hereby forfeited.

In Witness Whereof, Daniel F. McCarthy has set his hand and seal this 15th day of October, 1985.

  
Daniel F. McCarthy

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