AFFIDAVIT

ROBERT D. GORDON on oath states:

I am over 21 years of age and not a party to this case. I served the Declaration of Forfeiture on Estella Cabrera by mailing a copy on July 31, 1986, by prepaid registered mail addressed to Richard Indyke, Attorney at Law, 221 N. LaSalle, Chicago, Illinois, return receipt requested, delivery limited to addressee only.

SUBSCRIBED AND SWORN TO before me this 31st day of July, 1986.

LISUCH DUBLIC

8632818

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Property of Cook County Clark's Office

Control of the Contro

ROBERT D. GORDON

ATTOENET AND COUNTILOR AT LAW

127 NORTH DEARBORN STREET - SUITE 1440 CHICAGO, ILLINOIS 60602

CE 6-0688

July 29, 1986

Richard Indyke Attorney at Law 221 N. LaSalle Street Chicago, Illinois 60602

Dear Sir:

Pursuant to paragraph 18 of the Articles of Agreement for Warranty Deed between Alejo Escarpita Bolibar as seller and Estella and Manuel Capreta as buyer, you are hereby served with Declaration of Forfaiture.

	RE	GIR	TERED 200. R242 8696/DPOSTMARK OF
7	POST OFFICE COMPLETION	L.,	g. Fee 6 3 Special Delivery
		35	Inding Return Receipt 10
		L	stage \$ 39 Restricted Delivery \$
		RE	CEVED BY ARMAIL
		L	MAILING OFFICE
5	Z.	FU	RL VALUE \$ \(\) , \(\) .
8	MPLETIC	5	Robert D Gordon 9122
MUSJ		ē	127 N. Dearborn #1440
2	E 8		Chicago, IL 60602
All Entri	CUSTOME	Q	Richard Indyke
			221 N. LaSalle
	,		Chicago, IL 50602
	PS FC Sept.	197	9 3806 RECEIPT FOR REGISTERED MAIL (Customer Copy)

86328180

NOTES OF GORDON
ROBERT D. GORDON
RDG/gpd

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SAVE THIS RECEIFT FOR REGISTERED MAIL

DECLARATION OF VALUE - Insilers are required to declare the FULL value of the enticle. Failure to do a new invalidate any claim.

COVERAGE — Domestic insurance to, egistered mail is limited to [1] the value of the price at the time of mailing or in cost of replacement if lost or totally damaged, or [2] the cost of repairs coverage may not exceed the firmt fixed for the registry fee paid. There is a nazin um indemnity payable on any claim without commercial insurance. With commercial insurance, hability is finited to the first \$1,000 of value, or in amount of the deductible up to the maximum. Consult postmaster for a unional details of insurance limits and coverage for domestic and internation in rigistered.

ma: 08187298

FIUNG CLAIMS — Claim must be filed within 1 year from the date of mailing. Present this receipt and submit evidence of value, cost of repairs; or cost of duplication. The coments and packaging must be presented when filing a claim for damage.

FOREIGN COUNTRIES — Consult postmaster for the acceptability and insurance coverage on registered articles addressed to foreign countries.

CE 6-0688

ATTORNES AND COURSELOR AT LAW 127 HORTH DEABBORN STREET - SUITE 1440 CHICAGO, ILLINOIS 60602

RCBERT D. GORDON

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Or A Control

Property of Coot County Clert's Office

UNOFFICIAL COPY

DECLARATION OF FORFEITURE

That heretofore on the 16th day of June , 1983

a copy of which is attached hereto and made a part hereof
an agreement was entered into in writing by and between the undersigned,
Alejo Escarpita Bolibar

as Seller .

and Manuel Cabrera and Estella Cabrera

as Buyer,

for the sale of the following described real estate:

Lot 28 in Block 1 in B.B. Wiley's Subdivision of Block 8, in Clifford's Addition to Chicago, said addition being a Subdivision of the East 1/2 of the South West 1/4 (except the East 1/2 of the South East 1/4 of the South East 1/4 thereof) in Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, commonly known as 2928 West or and Avenue, Chicago, Illinois.

Tax No.: 16-01-324-042-0000 KS

situate in the

City of Chicago

, County of

Cook

. Illinois,

wherein the Buyer agreed to pay Seller the sum of THIRTY THOUSAND AND NO/100

\$30,000.00, payable as follows: \$500.00 cash, receipt of which is hereby acknowledged, and the balance of \$29,500.00 shall be payable in monthly installments of \$670.45 or more, no interest, plus tax escrow of \$221.55 per month. First payment will be 7/1/83 and further agreed to deposit with the Schor - each month enc-twelfth-of the estimated real entate taxes and insurance premiums; and Buyers further covenanted that in the event of

failure to make any of the payments required, or to perform any of the other covenants to be performed by Buyer, in such case, said contract, at the Seller's option, should be forfeited and determined, and all payments made by Buyer should be forfeited to Seller, and Seller should have the right to re-enter and take possession of said real estate.

The Buyer having defaulted under the terms of said agreement, as follows: has failed to make any installments due since Nov., 1984, and that there is now due and owing seller the sum of \$ 12,876.45 and that on May 21, 1986, a 30 day rotice of intent to declare forfeiture was served on purchasers and that purchasers have failed to cure said defaults,

the Seller by virtue of the terms of said contract and by reason of said breach aforestick.

ha elected to declare said agreement of sale determined, and by these presents do

hereby declare said contract determined and all the payments made by Buyer forfeited

assumes
to Seller, and further hereby demands immediate possession of the aforesaid described abandoned premises.

In Witness Whereof, I have hereunto set my hand this 30th day of June 1986 The Edward Bolibar

Seller

STATE OF ILLINOIUNO FFICIAL COPY COUNTY OF

	and says that he served the forego	ing Declaration o	being duly sworr of Forfeiture upon	
	Manuel Cabrera	and Estella	Cabrera	by:
	() personally delivering a true on the day o		to said aforesaid	Buyer
	() placing a true copy in an e	nvelope addresse	d to	
	and depositing the same in the ! with prepaid postage, on the	U.S. Mails as day	of .	mail,
	pelore the hour of : .M.	•		
Subscribed and	sworn to before ne			
this	day of			
	Notary Public			
NOTE: Whether for Possession at	the contract waives service of Declaration of least 30 days before instituting foreible retain	ner proceedings. Chap.	. 37, Sec 3, III. Rev. S	s a Demend lat.
•		SUL		
STATE OF	ILLINOIS) COOK)		16/4	
~ ~ •	** V DTESNIO . N	Proceedings of the control of		

GAIL M. DIZONNO, a Notary Public in and for caid County, in the State aforesaid, DO HEREBY CERTIFY that Alejo Escarpita Bolibar personally known to me to be the same per whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the sail instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waived of the right of homestead.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30TH DAY OF JUNE, 1986.

PUBLIC

My Commission Expires Sept. 25, 1989

UNOFFICIAL COPY 100						
STATE OF ILLINOIS)						
) SS						
COUNTY OF LAKE)						
The Affiant, being first duly sworn on oath states:						
1. That affiant is now and was at all times hereinafter mentioned an						
adult resident of the County of Lake, State of Illinois and not a party to this action						
2. That the affiant personally served the described papers hereinafter						
mentioned on the person, at the place and on the date, by then and there delivering						
to the person served personally and leaving with that person a true copy of the						
described rapers.						
3. That at the time of said service, affiant endorsed upon said copy of the						
described papers the date upon which same were served and signed affiant's name						
thereto.						
4. That afficit knew the person so served to be the person mentioned and						
described in the following papers:						
CASE NUMBER:						
ACTION ENTITLED: ALEJO ESCARPIT, BOLIBAR						
(XXX) (VS) : ESTELLA CABRERA and MANUEL CABRERA						
NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS						

PAPERS SERVED:	UNDER INSTALLMENT AGREEMENT FOR DEED				
PERSON SERVED:	ESTELLA CABRERA				
PLACE OF SERVICE:	1754 N. LUNA, CHICAGO, ILLINOIS (RESIDENCE)				
DATE OF SERVICE:	5-17-86				
TIME OF SERVICE:	1:00 P.M.				
DESCRIPTION:	Hispanic female, age-38, ht-5'3", wt-125, hair-black/long				
Subscribed and swon	m to before me				
this 19th day of	May , 198 6.				
March	Touche Thuring 0				
Notary Public; Lake	county, Illinois Affiant-Ronald E. Kranig				
My commission expir	es 5-13-87 a "bonded agent" for				
Service Fee: \$45	Attorney's Diversified Services 215 Washington Street Waukegan, Illinois 60085 (312) 623-0556				

Manuel Cabrera, 1754 N. Luna, Chicago, Illinois and Estella Cabrera, 1754 N. Luna, Chicago, Illinois 60639

YOU ARE HEREBY NOTIFIED THAT:

WHEREAS, on the 16th day of June, 1983, MANUEL CABRERA and ESTELLA TABRERA (hereinafter referred to as Purchaser) did enter into a certain installment agreement for deed, (hereinafter referred to as Contract) which Contract having been recorded in Cook County, Illinois, and tencerns the following real estate legally described as follows:

Lot 28 in Block 1 in B.B. Wiley's Subdivision of Block 8, in Clifford's Addition to Chicago, said addition being a Subdivision of the East 1/2 of the South West 1/4 (except the East 1/2 of the South East 1/4 of the South East 1/4 thereof) in Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tommonly known 2 2928 W. Grand Avenue, Chicago, Illinois, (hereinafter referred to as the Property); and

WHEREAS, the Purchaser in said Contract agreed to pay the sum of \$30,000.00 for the Property in the following manner:

\$500.00 down and the balance at \$670.45 per month plus \$224.55 for taxes, with the first payment due July 1, 1983

WHEREAS, the Contract provided:

- "11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.
- 12. In the event this agreement should be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County."

WHEREAS, Purchaser has failed to make any installments due since Movember, 1984, and that there is now due and owing the Seller the sum of \$12,876.45 for the period aforesaid.

NOW THEREFORE, you are hereby notified:

Unless all the defaults under the contract are cured on or before June 20, 1986 that it is the intention of Seller to declare all your rights ander the contract to be forfeited and all payments made by you will be retained by Seller.

IN WITNESS WHEREOF, the undersigned, as agent and attorney for Seller, has hereunto set his hand and seal this 15th gay of May, 1986. wil Hon

ROBERT D. GORDON .27 N. Dearborn #1440 Thicago, IL 60602 -- 236-0688

surmoses therein set forth.

TATE OF ILLEWOIS, COUNTY OF COOK) SS. I, the undersigned, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that ROBERT D. GORDON, Attorney for ALEJO ISCARPINA BOLIBAR, Personally known to me to be the same person whose name is subscribed to the foregoing 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

GORDON, Attorney

HVEN under my hand and official seal, this 15th day of May, 1986.

faction Des

ъ.

STATE OF ILLINOIS)) SS
COUNTY OF C O O K)
AFFIDAVIT OF SERVICE - When served by a person not an officer.
PHILLIP ROSE, being duly sworn, on oath deposes and says that on the day of, 1986 he served the within notice
(1) by delivering a copy thereof to the within named
(2) on the within named by delivering a copy thereof to
a person above the age of twelve years, residing on, or in possession of the within described premises. (3) on the within named
by posting a copy thereof on the within described premises, no one being in actual possession thereof.
CURSORY DED. MED. CUICON. TO
SUBSCRIBED AND SWORN TO before me this day of 1986.
NOTARY PUBLIC
C
NOTARY PUBLIC
C,
7.6

\$4355 XXX

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Special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Furchaster; (d) easements of record and party-walls and party-wall agreements, it ray (e) building, building line and use of secupancy restrictions, conditions and covenants of record, and building and zoning law and ordinances; (f) roads, highways. sneets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Furchaser shall deliver to solver duplicate receipts showing timely payment thereof.

and has able to Seller, with interest at _ _ per cent per annum until paid.

transhaper shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or · superior to the rights of Seller.

haces contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and the contract of any and all lien or claim or right of lien against the premises and no contract or agreement, oral armen shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such expre and a signed copy of every such contract and of the plans and a signed copy of every such contract and of the plans and the plans are plant to the plans and the plans are plant to the plans and the plant to the plant t

corchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee eargus, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

surright, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or lanned by Purchaser, and no notice of any extension, change, modification or amendment; made or claimed by Purchaser, hall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against lose, the lightning, windstorm and extended coverage risks in companies to be approved by Sellerin an antiount at least equal to the uniformatting unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all asyments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

Property of Coot County Clert's Office

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10. If Purchasecatils to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay be reunder. Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at _______ per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants becauser, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated dama by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid by

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County:

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether

finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without his birry or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all-costs and expenses, including attorney's lees, incurred by Seller all-costs and expenses, including attorney's lees, incurred by Seller all costs and expenses, including attorney's lees, incurred by Seller all such costs and incurred in any action prought by Seller against Purchaser on account of the provisions hereof; and all such costs, expenses and attorney's lees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall be reason herein and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right. I forfeiture, or any other right herein given.

16. Purchaser hereby are rocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the court and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and coaler audgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due. together with the costs of such said, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgments; Parchase, weeky expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. A there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used was and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as

picral.

follow

14. All notices and demands hereunder shall be 17 writing. The mailing of a notice or demand by registered mail to Seller at c/o Herbert G. Deyne, Esq., 3224 f, forth Avenue, Chicago, IL 60647 by registered mail to Seller at c/o Herbert G. Deyne, Esq., 3224 f, forth Avenue, Chicago, IL 60647

TL 60601 the last known address 21 North La Salle, Chicago, Richard Todyso. Esq. of either party, shall be sufficient service thereof. Any in ice or demand mailed as provided herein shall be deemed to have on given or made on the date of mailing.

19. The time of psymant shall be of the essence of this cor real; and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, admin strators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city village or other governmental authority of a dwelling code administration of the seller that the execution of this contract has been received by the Seller that the execution of this contract has been received by the Seller that the execution of this contract has been received by the Seller that the execution of this contract.

If any provides of this agreement shall be prohibited by or invalid under applicable law, such provision shall be extend of such prohibition or invalidity, without invalid my or affecting the remainder of such provision of a remaining provisions of this agreement.

the formaming provisions of this agreement.

Property of Cook County Clerk's Office

RIDER ATTACHED TO THE PRI PRINTEES SECUTED 2028 West Grand Avenue, Chicago

Tre or other oral If, prior to closing hereunder, the any shall be destroyed or materially damaged by this contract shall, at the option of the purchasers, in

Sellers warrant that no notice from any city, village, or governmental authority of a dwelling Code Violation which exist in the dwelling structure on the premises in question has been issued and received by the Sellers or agent; Sellers further we tant the these is an eaction dwelling code yielstions what the know of

STATE OF THE PROPERTY OF THE P C2411/ACANYZXIII ACANYXXII ACANYXXII ACANYXXII ACANYXXII ACANYXII ACANYXII ACANYXII ACANYXII ACANYXII ACANYXII TOTAL PROPERTY OF THE PROPERTY THE RESERVE OF THE PROPERTY O

furchasers a exto have a sixty day grace period before bulgary sideredin descrit.

Failure by the Collers to pay any existing or future mortgage to the promises in this contract shall give the Purchasers the recessary payments to the mortgage helder and decided such payment from their monthly payment to Sellers

Purchasers will deposic monthly with Sellers or Sellers agent smount equal to one-twelvith (1/12th) of the pro-rated peat taxes; wasting the manage of the premises in question a

Sellers agree to furnish Purche are within sixty days at closifican Attorney's Title Guaranty Fund, Inc. Contract Purchasers in End to the president of the pre paid by Purchasers.

This contract will be considered null and void unless the same is signed by the Sellers and delivered to the Purchasers, or Purchas er's agent or attorney, on or before fifteen days from the date;

Included in this transaction are the following items of personal property: Sair conditioners

Upon the payment of \$22,500.00 of said purchase price; together w.m. all interecests, taxes assessments and other accrued charges the Saller aball convey of cause to be conveyed to the purchasers a good title thereto by Warrant Deed; Subject as bereinafter set forth DAY OF

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19 69

THIS INSTRUMENT WAS PREPARED HERBERT G. DEYNE, ESQ. 3224 W. NORTH AVENUE CHICAGO, ILLINOIS 60647

Made

HERBERT G. DEYNE Attorney at Law 3224 West Korth Ave Chicago, IL 60642

