BOX 333-CTI 87453546

MAIL TO:
The Law Offices of
MICHAEL BROWN, LTD.
1021 W. ARMITAGE
CHICAGO, IL 60614

This Instrument Prepared By:
MICHAEL BROWN
1021 W. ARMITAGE
CHICAGO, IL 60614

23.00

713370 2-02

DECLARATION OF FORFEITURE

DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR DEED

WHEREAS, on the 6th day of May, 1987, Norman J. Dion, on behalf of Christine Seltz, as Seller under a certain Agreement (hereinafter "Contract"), served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT such Notice being served in person and by Certified Mail with a copy being served Regular Mail to ERNST BARTH, Purchaser; and,

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

1) WHEREAS, Purchaser in the Contract agreed to pay the sum of One Hundred Thirty Five Thousand and no/100 ($135,000.00) DOLLARS for the property as follows: Twenty Thousand and no/100 ($20,000.00) DOLLARS on May 8, 1986, including the initial earnest money deposit, and the balance of the purchase price, to wit: One Hundred Fifteen Thousand and no/100 ($115,000.00) DOLLARS to be paid as follows:

The sum of Ninety Thousand and no/100 ($90,000.00) DOLLARS, together with interest thereon at the rate of fifteen (15%) percent per annum, amortized over 15 years, payable in equal monthly installment commencing on the first day of June, 1986 and continuing on the first day of each and every month thereafter, with a final payment of the principal balance, together with all accrued interest, if not sooner paid, due and payable April 30, 1989; and,

The sum of Twenty Five Thousand and no/100 ($25,000.00) DOLLARS, together with interest thereon at the rate of ten (10%) percent per annum, amortized over 3 years, payable in equal monthly installments commencing on the first day of June, 1986, and continuing on the first day of each and every month thereafter, with a final payment of the principal balance, together with all accrued interest, if not sooner paid, due and payable April 30, 1989; and,

2) 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,

87453546

3) WHEREAS, Purchaser has failed to make the remainder of the January, 1987 payment which was due on January 1, 1987 and has failed to make the February, 1987, March, 1987, April, 1987 and May, 1987 payments which totals together with late charges the sum of Nine Thousand Eight Hundred Twenty-Two and 23/100 ($9,822.23) DOLLARS.

4) WHEREAS, Purchaser has failed to pay the sum of Four Thousand Two Hundred Thirteen and 40/100 ($4,213.40) DOLLARS which sum represents escrow arrearages for real estate taxes and insurance premiums; and,

5) WHEREAS, Purchaser has failed to pay the sum of Five Hundred and no/100 ($500.00) DOLLARS which sum represents attorney's fees for collection efforts on said delinquencies; and,

6) WHEREAS, since the service of the Warning Notice on May 6, 1987 there has also become due the regularly scheduled June, 1987 payments of Two Thousand Sixty-Six and 31/100 ($2,066.31) DOLLARS; and the tax escrow payment of Four Hundred Ninety Seven and 85/100 ($497.85) DOLLARS; and the insurance escrow payment of Three Hundred Forty-Four and 83/100 ($344.83) DOLLARS, resulting in a total deficiency for June, 1987 of Two Thousand Nine Hundred Eight and 99/100 ($2,908.99) DOLLARS.

7) WHEREAS, ERNST BARTH 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, CHRISTINE SELTZ as Seller under that certain Agreement dated the 9th day of May, 1986, with ERNST BARTH as Purchaser concerning the following described property:

THE SOUTH 25 FEET OF LOT 5, IN THE SUBDIVISION OF BLOCK 18 (EXCEPT THE NORTH 100 FEET OF SAID BLOCK) IN ROGERS PARK, IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as: 7044 North Clark, Chicago, Illinois (hereinafter "Property"); 11-31-206-011-0000 BTO

HEREBY DECLARES that all of the rights of ERNST BARTH, as Purchaser under said Agreement are hereby forfeited and extinguished, and that all payments made by ERNST BARTH, as Purchaser under said Agreement, will be retained by Seller pursuant to her rights under said Agreement and that all of the rights of ERNST BARTH as Purchaser hereunder, are hereby forfeited.

87453546

IN WITNESS WHEREOF, CHRISTINE SELTZ has set her hand and seal at Chicago, Illinois, this 11 day of June, 1987.

Christine Seltz
CHRISTINE SELTZ

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CHRISTINE SELTZ appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of June, 1987.

OFFICIAL SEAL
KATHLEEN BURMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 1-14-89

Kathleen Burmeister
Notary Public

THIS INSTRUMENT PREPARED BY:
Michael Brown
1021 West Armitage Ave.
Chicago, Illinois 60614
312/ 472-0565
Attorney No. 21597

87453546

WARNING NOTICE

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: Ernst Barth
7606 North Paulina
Chicago, Illinois 60626

You are hereby notified that:

WHEREAS, on the 9th day of May, 1986, ERNST BARTH, (hereinafter "Purchaser") did enter into a certain Articles of Agreement for Deed (hereinafter "Contract"), with CHRISTINE SELTZ (hereinafter "Seller"), concerning the following described real estate:

> The South 25 Feet of Lot 5, in the Subdivision of Block 18 (except the North 100 Feet of said Block) in Rogers Park, in Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as 7044 North Clark, Chicago, Illinois (hereinafter "Property") for the sale of the property.

WHEREAS, Purchaser in the Contract agreed to pay the sum of One Hundred Thirty Five Thousand and no/100 ($135,000.00) DOLLARS for the property as follows: Twenty Thousand and no/100 ($20,000.00) DOLLARS on May 9, 1986, including the initial earnest money deposit, and the balance of the purchase price, to wit: One Hundred Fifteen Thousand and no/100 ($115,000.00) DOLLARS to be paid as follows:

The sum of Ninety Thousand and no/100 ($90,000.00) DOLLARS, together with interest thereon at the rate of fifteen (15%) percent per annum, amortized over 15 years, payable in equal monthly installments commencing on the first day of June, 1986 and continuing on the first day of each and every month thereafter, with a final payment of the principal balance, together with all accrued interest, if not sooner paid, due and payable April 30, 1989; and,

The sum of Twenty Five Thousand and no/100 ($25,000.00) DOLLARS, together with interest thereon at the rate of ten (10%) percent per annum, amortized over 3 years, payable in equal monthly installments commencing on the first day of June, 1986

and continuing on the first day of each and every month thereafter, with a final payment of the principal balance, together with all accrued interest, if not sooner paid, due and payable April 30, 1989.

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, Purchaser has failed to make the remainder of the January, 1987 payment which was due on January 1, 1987 and has failed to make the February, 1987, March, 1987, April, 1987 and May, 1987 payments which totals together with late charges the sum of Nine Thousand Eight Hundred Twenty-Two and 23/100 ($9,822.23) DOLLARS.

WHEREAS, Purchaser has failed to pay the sum of Four Thousand Two Hundred Thirteen and 40/100 ($4,213.40) DOLLARS which sum represents escrow arrearages for real estate taxes and insurance premiums; and,

WHEREAS, Purchaser has failed to pay the sum of Five Hundred and no/100 ($500.00) DOLLARS which sum represents attorney's fees for collection efforts on said delinquencies.

NOW, THEREFORE, Purchaser, you are hereby notified:

1. Pursuant to paragraph 23 of the Contract, unless all defaults under the Contract are cured on or before the 10th day of June, 1987, (including additional sums which may become due on June 1, 1987 under the Contract), 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 an Act relating to Forcible Entry and Detainer, unless you remedy the aforesaid defaults on or before the 10th day of June, 1987.

IN WITNESS WHEREOF, CHRISTINE SELTZ, Seller of the subject property has hereunto set her hand and seal on this 6th day of May, 1987.

x Christine Seltz
CHRISTINE SELTZ

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 6th DAY
OF May, 1987.

Kathleen Burmeister
NOTARY PUBLIC

OFFICIAL SEAL
KATHLEEN BURMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1-14-89

87453546

AFFIDAVIT OF SERVICE

KATHLEEN BURMEISTER, being duly sworn on oath deposes and says that on the 6th day of MAY 1987, she served, by certified mail, a copy of a Notice of Intention to Declare Forfeiture of all rights under the Articles of Agreement For Deed and Notice of Intention to File Forcible Detainer Suit to Ernst Barth, 7606 North Paulina, Chicago, Illinois, 60626 and an additional copy by regular mail with an additional copy being mailed regular mail to Harry Pikowski, 1737 West Howard, Chicago, Illinois, 60626.

Kathleen Burmeister
KATHLEEN BURMEISTER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 6th DAY
OF May, 1987.

Eileen A. Frank
NOTARY PUBLIC

OFFICIAL SEAL
EILEEN A. FRANK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 8-27-87

87453546

AFFIDAVIT OF SERVICE

NORMAN DION, being duly sworn on oath deposes and says that on the 6th day of May, 1987, he served a copy of the Notice of Intention to Declare Forfeiture of all rights under the Articles of Agreement for Deed and Notice of Intention to File Forcible Detainer Suit by delivering a copy thereof to Ernst Barth, 7606 North Pauline, Chicago, Illinois, 60626 by personally handing a copy to him.

Norman J Dion Jr

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 6th DAY
OF May, 1987.

Kathleen Burmeister
NOTARY PUBLIC

OFFICIAL SEAL
KATHLEEN BURMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 1-14-89

87453546

87453546

AFFIDAVIT OF SERVICE

CHRISTINE SELTZ, being duly sworn on oath deposes and says that on the 11 day of June, 1987, she served a copy of DECLARATION OF FORFEITURE by delivering a copy thereof to ERNST BARTH, by personally handing him a copy.

Christine Seltz
CHRISTINE SELTZ

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 11 DAY
OF June, 1987

Kathleen Burmeister
Notary Public

OFFICIAL SEAL
KATHLEEN BURMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1-14-89

87453546

AFFIDAVIT OF SERVICE

KATHLEEN BURMEISTER, being duly sworn on oath deposes and says that on the 11 day of June, 1987, she served by certified mail, a copy of DECLARATION OF FORFEITURE to ERNST BARTH, 1760 West Greenleaf, Chicago, Illinois 60626, and an additional copy by regular mail, with an additional copy being mailed regular mail to Harry Pikowski, 1737 West Howard, Chicago, Illinois, 60626.

Kathleen Burmeister
KATHLEEN BURMEISTER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 11 DAY
OF June, 1987.

Notary Public

OFFICIAL SEAL
MICHAEL I. BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 1-17-89

87453546

DEMAND FOR POSSESSION

DEMAND is hereby made of you for immediate possession of the following described premises:

THE SOUTH 25 FEET OF LOT 5, IN THE SUBDIVISION OF BLOCK 18 (EXCEPT THE NORTH 100 FEET OF SAID BLOCK) IN ROGERS PARK, IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as: 7044 North Clark, Chicago, Illinois.

Your failure to surrender possession will result in the filing against you of an action for Forcible Entry and Detainer in the Circuit Court of Cook County, Illinois in accordance with the Statutes of the State of Illinois in such case made and provided.

IN WITNESS WHEREOF, Michael Brown of the firm of The Law Offices of Michael Brown, Ltd., 1021 W. Armitage Ave., Chicago, Illinois, as attorney for Christine Seltz has hereunto set his hand and seal this 11 day of June, 1987.

MICHAEL BROWN

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11 DAY OF June, 1987.

Kathleen Burmeister

Notary Public

OFFICIAL SEAL
KATHLEEN BURMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1-14-89

87455546

AFFIDAVIT OF SERVICE

CHRISTINE SELTZ, being duly sworn on oath deposes and says that on the 11 day of June, 1987, she served a copy of the Demand for Possession by delivering a copy thereof to ERNST BARTH, by personally handing him a copy.

Christine Seltz
CHRISTINE SELTZ

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 11 DAY
OF June, 1987.

Kathleen Schmeister
Notary Public

OFFICIAL SEAL
KATHLEEN SCHMEISTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9-14-89

87453546

AFFIDAVIT OF SERVICE

KATHLEEN BURMEISTER, being duly sworn on oath deposes and says that on the 11 day of June, 1987, she served a copy of DEMAND FOR POSSESSION by sending a copy thereof by certified mail to ERNST BARTH, 1760 West Greenleaf, Chicago, Illinois, 60626, and an additional copy by regular mail, with an additional copy being mailed regular mail to Harry Pikowski, 1737 West Howard, Chicago, Illinois, 60626.

Kathleen Burmeister
KATHLEEN BURMEISTER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 11 DAY
OF June, 1987.

NOTARY PUBLIC

OFFICIAL SEAL
MICHAEL I. BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 1-17-89