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

WHEREAS, on the 7th day of November, 1985, BERNARD ROSENFELD, (hereinafter referred to as "Seller"), under ce: tain Articles of Agreement for Deed as amended, dated November 1985, with NOEL KITCHEN, (hereinafter referred to as "Purchase."), 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 being duly served by Certified Mail Return Receipt Requested; and

WHEREAS, said Purchaser is now in default and he has : illed to:

- Having failed to pay the principal and interest for $M_{\rm CV}$ of 1987, in the sum of \$1,499.38. 1.
- Having failed to pay the monthly tax payment for May, 1987, 2. in the sum of \$578.22.
- Having failed to pay the insurance payment for May, 1987, in 3. the sum of \$354.00.
- Having failed to pay the principal and interest for June, 4. 1987, in the sum of \$1,499.38.
- Having failed to pay the monthly tax payment for June, 1987, 5. in the sum of \$578.22.
- Having failed to pay the insurance payment for June, 1987, 6. in the sum of \$354.00.
- Having failed to pay the principal and interest for July, 7. 1987, in the sum of \$1,499.38.
- Having failed to pay the monthly tax payment for July, 1987, 8. in the sum of \$578.22.
- Having failed to pay the insurance payment for July, 387, 9. in the sum of \$354.00.
- Having failed to pay the principal and interest for Kenust, 10. 1987, in the sum of \$1,499.38.
- Having failed to pay the monthly tax payment for Augu ty 11. 1987, in the sum of \$578.22.
- Having failed to pay the insurance payment for August, 1987, 12. in the sum of \$354.00.
- Having failed to pay monthly principal, interest, tax and insurance payment for September, 1987, in the sum of \$2,431.60.
- Has failed to pay attorney's fees and cost to the seller in 14. the sum to date of \$2,500.00; - Total \$14,658.00; and

MAIL TO

JAMPS A. GATELY ATTORNEY AT LAW 4309 NO. DAMEN CHICAGO, ILLINOIS 60618 Page 1

THIS INSTRUMENT FREE ASLED BY JAMES A. GATELY ATTNY. 4309 N. DAMEN CHGO, IL. GOG18

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And All Ami THE STATE OF PRINCIPLE or in come a to come you wish

Y2317 1 2:408. Wat in THEOTIA ASOS NO DAMEN CHICAGO, ILIMOIS 606118 WHEREAS, said Purchaser, aforesaid, has failed to cure the defaults set forth in said Notice and more than twenty one (21) days has elapsed since the date of service.

HOW THEREFORE, BERNARD ROSENFELD, as Seller under that certain Articles of Agreement for Deed dated November 7, 1985, with NOEL KITCHEN, concerning the following described real estate:

Lot 1 and the North 8 feet of Lot 4 in Block 2 in Clybourne's Addition to Ravenswood, a Subdivision of the North West 1/4 of the South East 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known 3: 1905-15 West Foster Avenue, Chicago, IL.

HEREBY DECLARUS that all of the rights of the said NOEL GACKITCHEN, under said Articles of Agreement for Deed are hereby forfeited and extinguished, and all payments made by said NOEL KITCHEN, will be retained by Seller pursuant to his rights under said Articles of Agreement for Deed and that all of the rights of NOEL KITCHEN, are hereby forfaited.

IN WITNESS WHEREOF, BERNARD ROSENFELD, has hereto set his hand and seal at Chicago, Illinois, this 10th day of September, 1987.

BERNAPD ROSENFELD

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said founty, in the State aforesaid, DO HEREBY CERTIFY THAT, BERNAKO ROSENFELD, personally known to me to be the same person chose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, scaled and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of September, 1987.

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THIS INSTRUMENT PREPARED BY JAMES A. GATELY ATTNY.
A308 N. DAMEN CHGO. IL. 60618

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JAMES A. GATELY

AFFIDAVIT OF SERVICE

LINDA HOWE, being duly sworn on oath deposes and says that on the 10th day of September, 1987, she served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER under said Articles of Agreement for Deed upon NOEL KITCHEN, by sending a copy there of by Certified Mail Return Receipt Requested from the addressee with postage prepaid.

LINDA HOWE

Sound Clark's Office

SUBSCRIBED AND SWORN To before me this 10 day of September, 1987.

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number obz/3568, in the office of the Recorder of Deeds of Cook County, Illinois, concerning the following legally described property, to-wit:

Lot 1 and the North 8 feet of Lot 4 in Block 2 in Clybourne's Addition to Ravenswood, a Subdivision of the North West 1/4 of the South East 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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and commonly known as 1905-15 West Foster, Chicago, Illirois, (hereinafter referred to as property), said property being a business and commercial property and not a single family dwelling; and

WHEREAS, Purchaser in the contract agreed to pay a total price of \$175,000.00 with \$3,000.00 paid at closing and the balance due in the sum of \$173,000.00 plus interest in monthly installments and various lump sum payments together with tax and insurance payments with the entire balance due on November 1, 1992; and

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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: NOEL KITCHEN
4506 N. Francisco
Chicago, Illinois
(Certified Mail RRR)

AND LLOYD E. CUSSIS
Attorney at Law
2520 North Lincoln Avenue
Chicago, Illinois

YOU ARE HEREBY NOTIFIED WHEREAS ON, 7th day of November 1985, NOEL KITCHEN (hereinefter referred to as the Purchaser) entered into a certain Article; of Agreement for Deed as amended, (hereinafter referred to as the contract) with BERNARD ROSENFELD, (hereinafter known as the Seller), a memorandum of which contract was recorded on the 17th day of November, 1985, as document number 85273568, in the office of the Recorder of Deeds of Cook County, Illinois, concerning the following legally described property, to-wit:

Lot 1 and the North 8 feet of Lot 4 in Block 2 in Clybourne's Addition to Ravenswood, a Subdivision of the North West 1/4 of the South East 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

and commonly known as 1905-15 West Foster, Chicago, Illinois, (hereinafter referred to as property), said property being a business and commercial property and not a single family dwelling; and

WHEREAS, Purchaser in the contract agreed to pay a total price of \$175,000.00 with \$3,000.00 paid at closing and the balance due in the sum of \$173,000.00 plus interest in monthly installments and various lump sum payments together with tax and insurance payments with the entire balance due on November 1, 1992; 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 of the payment of principal and/or interest when due, or if Purchaser should fail to perform any of the other covenants of the Contract, the Contract shall at the option of the Seller, after due and proper notice, be forfeited and determined and any and all payments theretofore made by Purchaser shall be retained by Seller; and

WHEREAS, the Contract further provides that "The defaulting party shall pay all costs and expenses, including reasonable attorney's fees incurred by the other in enforcing the terms and provisions of this Agreement", and;

WHEREAS, the Purchaser is now in default, having fails:

- 1. Having failed to pay the principal and interest for May of 1987, in the sum of \$1,499.38.
- 2. Having failed to pay the monthly tax payment for May, 1987, in the sum of \$173,22.
- 3. Having failed to pay the insurance payment for May, 1987, in sum of \$354.00.
- 4. Having failed to pay the principal and interest payment for June, 1987, in the sum of \$1,499.38.
- 5. Having failed to pay the nonthly tax payment for June, 1987, in the sum of \$578.22.
- 6. Having failed to pay the insurance payment for June, 1987, in sum of \$354.00.
- 7. Having failed to pay the principer and interest for July of 1987, in the sum of \$1,499.38.
- 8. Having failed to pay the monthly tax payment for July, 1987, in the sum of \$578.22.
- Having failed to pay the insurance payment for July, 1987, in sum of \$354.00.
- 10. Having failed to pay the principal and interest for August of 1987, in the sum of \$1,499.38.
- 11. Having failed to pay the monthly tax payment for August, 1987, in the som of \$578.22.
- 12. Having failed to pay the insurance payment for August, 1987, in the sum of \$354.00.

Total \$9,726.40.

NOW THEREFORE, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 1st day of September, 1987, that it is the intention of the Seller to declare all your rights under the Contract (Articles of Agreement) to be forfeited, and all payments made by you will be retained by Seller. That you will be responsible for Seller's attorney's fees and court Page 2

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costs.

2. That it is the intention of the 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 September 7, 1987.

IN WITNESS WHEREOF, BERNARD ROSENFELD, has hereunted set his hand and seal this 3rd day of August, 17987.

WERNARD ROSENEEED

SUBSCRIBED AND SWORN TO before me this day

1987.

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LINDA HOWE, being first duly sworn on oath deposes and says that on the Add day of the 1957, she served a copy of the NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT upon NOEL KITCHEN, 4506 N. Francisco, Chicago, Illinois, and LLOYD GUSSIS, 2520 N Lincoln Avenue, Chicago, Illinois, by sending a copy thereof to the last known addresses of said parties by certified mail with request for return receipt from addresses and with postage prepaid.

LINDA HOWE

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JAMES A. GATELY
Attorney for Plaintiff
4309 N. Damen Avenue
Chicago, Illinois 60618
477-4912
ATTY. No. 20589

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P-SZN USI BS SENDER: complete item 1.2, send 4. to Cemp rate coston pour person the person delivered to and the date of the livery. For additional less the following services are Page 12 Subsequences available. Consult postmaster for fees and check box (es) for service(s) requested. NOEL KITCHEN 4506 N. Francisco 1.

Show to whom, date and address of delivery. Chicago, Illinois 2. Aestricted Delivery. P.O. State and for Code 3. Article Addressed to: Pastage NOEL KITCHEN Cartification 4506 N. Francisco Chicago, Illinois Carre is a section 4. Type of Service: Article Number Registered
Certified
Express Mail | Insured | P 570-051-656 Always obtain signature of addressee or agent and DATE DELIVERED. PS Form Carlo Landres Landres Control March Commences 15 35 4 waters and will . . . Associated A

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DEMAND FOR POSSESSION

TO: NOEL KITCHEN
4506 N. Francisco
Chicago, Illinois

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

Lot 1 and the North 8 feet of Lot 4 in Block 2 in Clybourg's Addition to Ravenswood, a Subdivision of the North West 1/4 of the South East 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1905-15 West Foster Avenue, Chicago, IL.

Your failure to surrender possession will result in the filing against you of action in 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, JAMES A. GATELY 4309 N. Damen, Chicago, Illinois as attorney for the Saller, has hereto set his hand and seal this 10th day of September, 1987.

Sellar Attorney

BERNARD ROSENFELD, 50

SUBSCRIBED AND SWORN TO before me this day of September 1987

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LINDA HOWE, being duly sworn on oath deposes and says that on the 10th day of September, 1987, she served a copy of DEMAND FOR POSSESSION upon NOEL KITCHEN, by sending a copy there of by Certified Mail Return Receipt Requested from the addressee with postage repaid.

LINDA HOWE

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CHICAGO, ILLINOIS 60618 4309 NO. DAMEN WAJ TA YENROTTA JAMES A GATELY

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NAOS N. DAMEN CHGO. IL. 60618 JAMES A. GATELY ATTUY. THIS INSTRUMENT PREPARED BY



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