

DECLARATION OF FORFEITURE
(Illinois)

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

To: Charles Coleman
of Chicago, in the County of Cook,
State of Illinois.

This Declaration, made this 29th day of August,
19 87, WITNESSETH:

Whereas, by a contract in writing made and entered into on the
31st day of October, 19 86, BY AND BETWEEN
C.J. Eggleston

of Chicago, in the County of Cook, and
State of Illinois, (hereinafter called Seller), and

Charles Coleman
of Chicago, in the County of Cook, and State of Illinois, (hereinafter called
Purchaser), ~~which was recorded for the recording of the same in the office of the Clerk of Cook County, Illinois, on this 29th day of August, 1987, in Book 17-34-310-107-0000, and~~
Purchaser, in consideration that Seller would convey to Purchaser the following described
land, situated in the County of Cook, State of Illinois, viz:

Lot 2 in Fredrick H. Bartlett's Subdivision of the South
20 feet of Lot 23 and all of Lots 24 and 25 in Block 1 of Scam-
mon's Nelson Subdivision of the South West 1/4 of the North
East 1/4 of the South West 1/4 of Section 34, Township 39 North,
Range 14 East of the Third Principal Meridian, in Cook County,
Illinois.

P.I.N.: 17-34-310-107-0000

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Above Space For Recorder's Use Only

covenanted and agreed to pay to Seller the sum of Fourteen Thousand
(14,000.00) Dollars,
as follows:

\$7,000.00 cash at the signing of the Agreement and on
December 1st, 1986, the sum of \$325.00 or more per month
plus 1/12th of real estate taxes totaling \$15.00/month
for a total of \$340.00. Final balloon payment of the balance
of the principal shall be due no later than November 1st, 1987, (\$7,000.00)
and further covenanted to pay all taxes, assessments or impositions that should be legally levied upon said land
subsequent to the year

And Whereas, Purchaser further covenanted in said contract that in case of a failure on his part to make any of the
payments, or any part thereof, or to perform any of the covenants by him agreed therein to be made or performed, then in
such case the said contract should, at the option of Seller, be forfeited and determined, all payments made thereon should
be forfeited to Seller, and Seller should have the right to re-enter and take possession of said land, and it was also agreed
that the time of payment should be of the essence of said contract.

And Whereas, Purchaser has made default in the payment of said amounts agreed by contract

Now, Therefore, Seller, by virtue of the power in said contract mentioned, and by reason of the failure of Purchaser to
perform as above stated, has elected to declare the aforesaid contract, and all payments made thereon, forfeited and
determined, and by these presents does declare his election to consider the aforementioned contract forfeited and
determined; and Seller hereby declares his right to retain all payments made on said contract, and his right of re-entry
upon and possession of said land. If this declaration is signed by more than one person, the term "Seller" shall apply to all
such persons, irrespective of the use of verbs and pronouns importing the singular number.

In Witness Whereof, Seller has hereunto set his hand and seal, the day and year first above written.

C.J. Eggleston (SEAL)
C.J. Eggleston

Please print or type name(s) below signature(s) (SEAL)

This instrument was prepared by WASHINGTON, KENNON, HUNTER & SAMUELS
(NAME AND ADDRESS)
123 West Madison Suite 2200 Chicago, Illinois

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Mr. Lawrence D. Parrish, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
C. J. Eggleston
personally known to me to be the same person whose name 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 purposes therein set forth.

GIVEN under my hand and official seal, this 10
day of September 19 87.

Lawrence D. Parrish
Notary Public



COOK COUNTY RECORDER
RECORDING DEPARTMENT
111 N. WASHINGTON ST. CHICAGO, ILL. 60602
TELEPHONE 312-742-1000

Please return To
L. Parrish
123 W. MADISON
Suite 2200
CHICAGO, Ill 60602



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Declaration of Forfeiture
TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

87515218
MAIL 100

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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

To: Charles Coleman

You are hereby notified that:

Whereas, on the 31st day of October, 1986, Charles Coleman (hereinafter "Purchaser") did enter into a certain Installment Agreement for Warranty Deed (hereinafter "Contract") with C. J. Eggleston, (hereinafter "Seller"), which Contract was not recorded concerning the following legally described real estate:

Lot 2 in Fredrick H. Bartlett's Subdivision of the South 20 feet of Lot 23 and all of Lots 24 and 25 in Block 1 of Scammon's Nelson subdivision of the South West 1/4 of the North East 1/4 of the south West 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 17-34-310-107-0000

Commonly known as 3654 South Giles, Chicago:

(hereinafter "Property"); and

Whereas, Purchaser in the contract agreed to pay the sum of \$14,000.00 for the Property in (monthly) installments of \$340.00 until paid; 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 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;

Whereas, Purchaser ceased making payments on the 1st day of March, 1987 and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$1,360.00 for the period from March 1, 1987 to July 1, 1987; and

Now, Therefore, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 2nd day of August, 1987, 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.

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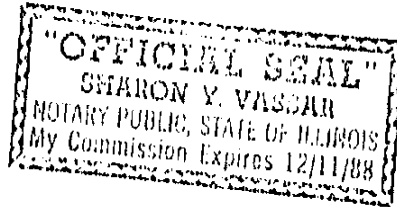
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2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under an Act relating to Forcible Entry and Detainer, unless you remedy the aforesaid defaults on or before the 2nd day of August, 1987.

In Witness Whereof, Lawrence D. Parrish of the firm of WASHINGTON, KENNON, HUNTER & SAMUELS 123 West Madison, Chicago, Illinois, as agent and attorney for Mr. Eggleston, as hereunto set his hand and seal this 1st day of July, 1987.

Lawrence D. Parrish
Lawrence D. Parrish

Subscribed and sworn to before me this 1st day of July, 1987.



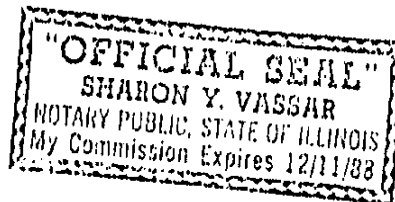
Sharon Y. Vassar
NOTARY PUBLIC

(1) AFFIDAVIT OF SERVICE

Diane M. Maisonet being duly sworn on oath deposes and says that on the 2nd day of JULY, 1987, served copy of 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 upon _____ by sending a copy thereof to the last known address of the said _____ by certified mail with request for return receipt from the addressee.

Diane M. Maisonet

Subscribed and Sworn to before me this 1st day of July, 1987



Sharon Y. Vassar
NOTARY PUBLIC

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Please return to:

L. Parrish
123 W. MADISON
Suite 2200
CHICAGO Ill 60602