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

TO: Jeannette Davis  
Clinton Lewis, Jr.  
Wanda H. Lewis  
111 North Kostner  
Chicago, Illinois

WHEREAS, on the 15th day of September, 1989 Rev. Annie P. Bolas, a/k/a Annie P. Bolas, as Seller, under Articles of Agreement for Warranty Deed dated October 1, 1986 concerning the herein legally described property with Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis, as Purchasers, (hereinafter called "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 to said Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis, ; and

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

Purchasers ceased making payments on the 1st day of May, 1987 and have failed to pay any installments due thereafter.

WHEREAS, Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis, the Purchasers under said Contract have failed to cure the defaults set forth in said Notice and more than

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thirty (30) days have elapsed from the date of service.

Now, therefore, Rev. Annie P. Boles, a/k/a Annie P. Bowes, as Seller under that certain Articles of Agreement for Warranty Deed dated the 1st day of October, 1986 with Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis as Purchasers, concerning the following described property:

The West 1/3 of Lot 8 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1653 W. Washington Blvd., Chicago, Illinois 77-07-130-003

HEREBY DECLARES that all of the rights of the said Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis, as Purchasers, under said Articles of Agreement for Warranty Deed are hereby forfeited and extinguished, and that all payments made by Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis as Purchasers under said Articles of Agreement for Warranty Deed will be retained by Seller pursuant to her rights under said Articles of Agreement for Warranty Deed and that all of the rights of Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis as Purchasers thereunder, are hereby forfeited.

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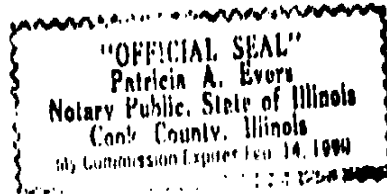
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IN WITNESS WHEREOF, Leon C. Wexler, 77 W. Washington, Suite 1618, Chicago, Illinois, as agent and attorney for Rev. Annie P. Boles, a/k/a Annie P. Bowes, has hereunto set his hand and seal this 19th day of October, 1989.

*[Signature]*  
Leon C. Wexler

Subscribed and Sworn to before me this 19th day of October, 1989

*[Signature]*  
Notary Public



STATE OF ILLINOIS )  
                                  ) ss  
COUNTY OF C O O K)

Patricia A. Evers, a non-attorney, on oath deposes and says that on the 19th day of October, 1989, I served a Declaration of Forfeiture and Extinguishment of All Rights of Purchaser under Articles of Agreement for Warranty Deed upon Jeannette Davis, Clinton Lewis, Jr., and Wanda H. Lewis by sending a copy thereof to the last known address of said Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis by certified mail with request for return receipt from the addressee.

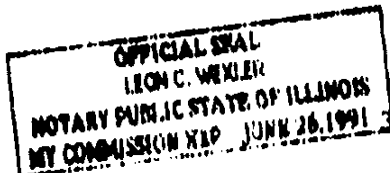
*[Signature]*  
Patricia A. Evers

Subscribed and Sworn to before me this 19th day of October, 1989

*[Signature]*  
Notary Public

THIS INSTRUMENT WAS PREPARED BY  
LEON C. WEXLER  
77 West Washington Street  
Chicago, Illinois 60602

**MAIL TO:**  
Leon C. Wexler  
Attorney for Annie P. Boles  
77 W. Washington - 1618  
Chicago, Illinois 60602  
236-3399  
Attorney No. 10476



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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: Jeannette Davis  
Clinton Lewis, Jr.  
Wanda H. Lewis  
111 North Kostner  
Chicago, Illinois

You are hereby notified that:

WHEREAS, on the 1st day of October, 1986, Jeannette Davis, Clinton Lewis, Jr. and Wanda H. Lewis (hereinafter called "Purchaser") did enter into a certain Articles of Agreement for Warranty Deed (hereinafter called "Contract") with Rev. Annie P. Boles a/k/a Annie P. Bowes, sole owner of the following legally described real estate, which Contract was not recorded, concerning the said real estate:

The West 1/3 of Lot 8 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Block 64 of Page and Wood's Subdivision of Blocks 50, 53 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1653 W. Washington Blvd., Chicago, Illinois, and,

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$10,000.00 for the Property in monthly installments of \$207.09 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

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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 May, 1987 and has failed to pay any installments due thereafter, and there is now due and owing the Seller the sum of \$8,946.84 (principal and interest)

Now, therefore, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before thirty (30) days from receipt hereof, 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 thirty (30) days from receipt hereof.

IN WITNESS WHEREOF, Leon C. Wexler, 77 W. Washington, Suite 1618, Chicago, Illinois, as agent and attorney for Rev. Annie P. Boles a/k/a Annie P. Bowes has hereunto set his hand and seal this 15th day of September, 1989.

