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REVISED

NOTICE OF INTENTION TO DECLARE FORFEITURE
OF ALL RIGHTS OF PURCHASER
UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED
AND

89096608

NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT
PURSUANT TO ILLINOIS REV. STAT. c 110, Sec.9-104.2

This Notice is directed to:

Edwin Roman, 1934 N. St. Louis Chicago, Illinois 60647
Milagros Roman, 1934 N. St. Louis Chicago, Illinois 60647
Madison National Bank, 9190 Golf Road, Des Plaines, Illinois 60016

Madison Bank, c/o Madison National Bank, 9190 Golf Road, Des
Plaines, Illinois 60016

Old Republic Insurance Company, 414 West Pittsburgh Street, Greensburg, Pennsylvania 15601

You are hereby notified that:

WHEREAS, on January 14, 1984, Edwin Roman and Milagros Roman hereinafter referred to as "Purchasers") did enter into a Installment Agreement for Warranty Deed (hereinafter referred to as "Agreement" with Richard Baker (hereinafter referred to as Seller) which Agreement was recorded on February 17, 1984 in the office of the Cook County Recorder of Deeds as Document No. 26974037 concerning the following legally described real estate:

Lot 49 in Block 5 in the subdivision of Blocks 4 to 9 inclusive in Edward Simon's subdivision of the South East 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

COMMONLY KNOWN AS 1934 N. St. Louis, Chicago, IL 60647
PERMANENT INDEX NO. 13-35-401-024-0000

89-096608

NOTE: The persons residing on the premises, Maria Santiago and her family, are tenants and have no ownership interest in the property.

WHEREAS, the Purchasers herein gave a instrument in the nature of a of a Trust Deed dated January 18, 1986 and recorded in the office of the Cook County Recorder of Deeds on March 19, 1986 as Document No. 86107493, said Trust Deed running to Madison National Bank, 9190 Golf Road, in Des Plaines, Illinois, and a Assignment of said Trust Deed dated October 18, 1988 was recorded on November 3, 1988 as Document No. 88508378 running from Madison Bank to Old Republic Insurance Company, 414 West Pittsburgh Street, Greensburg, Pennsylvania. (NOTE: No recorded document shows a conveyance of any interest in Document No. 86107493 to Madison Bank), and

WHEREAS, the recorded Installment Agreement contained the

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following provisions:

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

"5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller."

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

"7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of 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 claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto."

The Seller never agreed with Purchasers or with any other person, that improvements could be made upon the premises which would give rise to a lien on the property, and

Seller specifically states that he did not enter any agreement with the Purchasers herein or with Madison National Bank, that the instrument recorded as document number 36107493 could be entered into by the contract purchasers, or that said Trust Deed could be recorded by or behalf of Madison National Bank, and states no notation of changes was made to the Installment Agreement herein, as required by the Agreement. A copy of the Installment Agreement For Warranty Deed as it existed on February 20, 1989 is attached hereto as Exhibit A.

Seller further states that Madison National Bank had notice of the foregoing paragraphs 4, 5, 6, 7 and 8 by virtue of the recording of the Installment Agreement for Warranty Deed herein, entered into the said Trust Deed with the Purchasers with said knowledge, and in view of the foregoing, can take no greater

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interest hereunder than was held by the contract purchasers; that the Trust Deed recorded as document 86107493 pertains only to the contract purchasers interest and as such, it will be of no force and effect against the Seller when or if a Declaration of Forfeiture is declared, pursuant to this notice, and

WHEREAS, Purchasers pursuant to the Agreement paid the sum of \$5,000.00 down on the \$20,000.00 purchase price, and agreed to pay the balance of \$15,000.00 in monthly installments of \$239.82 until paid, and

WHEREAS, the Installment Agreement provides in part, (paragraph 19), that the time of payment shall be of the essence of this Contract, and

WHEREAS Paragraph 2, 9, 10, 11, 12, 13, and 14 of Installment Agreement reads as follows:

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

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

"10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, 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

"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 shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of th 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 liability 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

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by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees 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."

WHEREAS, Purchasers, who made their first payment on March 1, 1984, as agreed to between the parties, are in default of their obligations under the Agreement in the following respects:

a. Purchasers did not make their \$239.82 monthly payments on principal and interest for the following 7 months: January, 1984; April and December, 1985; February, 1986; January, 1987; February and March, 1988, thereby being in arrears of \$1,678.74.

Partial payment for certain months were made as follows: \$190.00 for January, 1987; \$200.00 for January, 1988, which total a additional arrearage of \$89.64, for a total principal and interest arrearage of \$1,628.38.

b. Purchasers are liable for the payment of taxes and insurance for the period commencing January 14, 1984 to date. Said tax and insurance expenses, through October of 1988 are \$5,960.95.

Purchasers made 40 payments of \$60.18 or \$2,407.20 to their tax and insurance escrow, and with a initial escrow deposit of \$600.00 are now \$2,953.75 in arrears for taxes and insurance. Seller previously requested that Purchasers pay an increased sum into this escrow, so a escrow shortage would not occur, but this request was not complied with by Purchasers.

c. Purchasers have the obligation to pay the water bill on the property, but have failed to keep this account paid. Their is a default in this account of \$66.00.

d. The aforsaid defaults have caused Seller to incur attorney fees and expenses in bringing this Notice in the amount of \$1,175.00.

NOW, THEREFORE, PURCHASERS, Edwin Roman and Milagros Roman, and any persons claiming by or through them, and especially Madison National Bank, Madison Bank, and/or Old Republic Insurance Company, you are hereby notified that it is the intention of Seller:

A. To Declare all your rights, if any, under the Agreement to be forfeited, and all payments made will be retained by Seller

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unless all defaults under the Agreement are cured on or before April 5, 1989, and

B. 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 all defaults under the Agreement are cured on or before April 5, 1989.

C. Demand is hereby made of you, Edwin Roman and Milagros Roman for possession of the property.

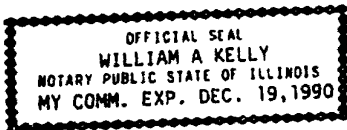
IN WITNESS WHEREOF, Seller has set his hand and hand and seal

this 21st day of February, 1989.

[Handwritten Signature]

Richard Baker

I, Richard Baker, have read the above and forgoing NOTICE OF INTENTION TO DECLARE FORFEITURE PURCHASER UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO ILLINOIS REV. STAT. c 110, Sec.9-104.2, have knowledge of the facts and circumstances set forth therein, and the same are true in substance and in fact, to the best of my knowledge and recollection.



[Handwritten Signature]

Richard Baker

Subscribed and sworn to before me this 21st day of February, 1989.

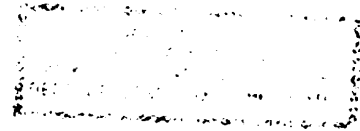
[Handwritten Signature]
William A. Kelly

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01/15/2019

AFFIDAVIT OF SERVICE

William A. Kelly, being first duly sworn on oath deposes and states that a copy of the forgoing REVISED NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT was served on:

Edwin Roman at 1934 N. ST. Louis, Chicago, Illinois 60647.
Milagros Roman at 1934 N. ST. Louis, Chicago, Illinois 60647.
Madison National Bank, 9190 Golf Road, Des Plaines, IL 60016

Madison Bank, c/o Madison National Bank, 9190 Golf Road, Des Plaines, Illinois 60016

Old Republic Insurance Company, 414 West Pittsburgh Street, Greensburg, Pennsylvania 15201

Said service was made pursuant to Illinois Revised Statutes, Ch. 110, Sec. 9-104.2 by mailing a copy certified mail return receipt requested (and also by sending a copy regular mail) to each and every one of them, all addressed as stated, being their last known address, and with proper postage prepaid.

All ^{S#10} mailings were made on February 22, 1989

William A. Kelly
William A. Kelly

MAR 3 1989

Subscribed and Sworn to before me this day of , 1989.

Ruth Carlos
NOTARY PUBLIC

"OFFICIAL SEAL"
RUTH CARLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/90

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CLERK OF COURT
COOK COUNTY
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AGREEMENT, made this 14th day of January, 1984, between

Richard Baker, Seller, and

Edwin & Milagros Roman, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 49 in block 5 in the subdivision of blocks 4 to 9 inclusive in Edward Simon's subdivision of the southeast 1/4 of section 35, township 40 north, range 13 east, of the third principal meridian, in Cook County, Illinois.

and Seller further agrees to furnish to Purchaser on or before 1/14, 1984, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Co. (to be taken out of the proceeds of the sale of the premises in Cook County, Illinois, showing merchantable abstract of title, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

Per Agreement

the price of Twenty Thousand and 00/100 (20,000.00) Dollars in the manner following, to-wit:

\$5,000.00 down payment, \$15,000.00 Note

with interest at the rate of 16.5 per cent per annum payable monthly for 144 months on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on 1/14/84

provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1984 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:
 - (a) General taxes for the year 1983 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - (b) All installments of special assessments heretofore levied falling due after date hereof;
 - (c) The rights of all persons claiming by, through or under Purchaser;
 - (d) Easements of record and party-walls and party-wall agreements, if any;
 - (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - (f) Roads, highways, streets 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 Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at eight per cent per annum until paid.

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

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

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

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

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

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

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, 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 eight 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 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 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 liability 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 fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement, and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees 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 for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If 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 herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 2307 W. Belmont, Chicago, Ill. 60618 or to

Purchaser at 1934 N. St. Louis, Chicago, Ill. 60647, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators 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 violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

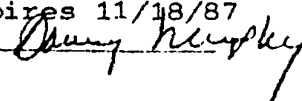
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

 (SEAL)

Danny Murphy - Notary Public (SEAL)

Commission Expires 11/18/87



Eileen Roman (SEAL)

Milagros Roman (SEAL)

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE®
LEGAL FORMS
80996099

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MAIL TO:

WILLIAM A. KELLY
3621 W. IRVING PARK ROAD
CHICAGO, IL 60618