89211217

DECLARATION OF FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED

TO: Mr. Theodore A. Johnson 16153 S. Paulina Ave. Markham, Illinois 60426

and

Unknown Occupants 16153 S. Paulina Ave. Markham, Illinois 60426

YOU ARE HEREBY NOTIFIED THAT:

Whereas, on the 1st day of September, 1988, THEODORE A. JOHNSON (hereinafter, "Purchaser") did enter into a certain Installment Agreement For Warranty Deed (hereinafter, "Contract") with JAMES N. THOMAS and BILLIE THOMAS, his wife (hereinafter, "Sellers"), which Contract was registered with the Recorder of Deeds, concerning the folicwing legally described real estate:

> THE SOUTH & OF LOT 14 AND ALL OF LOT 15 IN BLOCK 7 IN CROISSANT PARK MARKHAM THIRD ADDITION, BEING & SUBDIVISION OF THE SOUTH & OF THE NORTHEACT & OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (except the north 103 feet thereof) IN COOF COUNTY, ILLINOIS; and commonly known as 15153 So. Paulina Avenue, Markham, Illinois

29-19-219-03 F. ALL BDO Whereas, the Purchaser in the Contract agreed to pay the sum of \$28,000.00 for the property pursuant to the following terms: \$335.00 per month, which includes principal and interest at the rate of 10.5% per annum. The entire unpaid balance shall be due and payable on September 1, 1993. In addition, Purchaser agrees to pay an additional \$65.00 per month for purposes of payment of real estate taxes.

Whereas, the Contract provides in part, that time is of the essence, and that in the event of Purchaser's default in any

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To: Nc. Thecacre A. Johnson 10153 C. Paulson Bre. Markbem, Illinois 60626

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payment of principal and/or interest when due, or if the Purchaser should fail to perform any of the other convenants of the Contract, then the Contract shall at the option of the Sellers be forfeited and determined and any and all payments theretofore made by the Purchaser shall be retained by the Sellers.

Whereas, the Purchaser, in the Contract, agreed that he shall not transfer or assign this agreement or any interest therein, without the previous written consent of the Sellers, and any such assignment or transfer, without such previous written consent, shall not vest in the cransferee 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 Sellers; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's writter consent.

Whereas, Purchaser has hereby irrevorably constituted an attorney of a court of record, in Purchaser's rame, on default by Purchaser of any of the convenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof 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

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person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

Whereas, Purchaser has leased the property for an unspecified amount of time without the previous written consent of Sellers, in violation of the Contract.

Whereas the Purchaser has arranged for a quick sale of the property without the previous written consent of Sellers, in violation of the Contract.

Now, therefore, Purchaser, you are hereby notified:

1. That it is the intention of the Sellers to declare all your rights under the Contract to be forefeited, and all payments made by you will be retained by Sellers.

IN WITNESS WHEREOF, DWIGHT L. AECK, Attorney at Law, 155 N. Michigan Avenue, Suite 500, Chicago, Tilinois 60601, as agent and attorney for JAMES N. THOMAS and BILLIE THOMAS, his wife, has hereunto set his hand and seal this At day of May, 1989.

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

NOTARY PUBLIC

EVELYNWHITE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC.13,1991

oppicial seal

DWIGHT L. BECK, ESQ.

Dought L. Beck
155 N michigan #500
Chicago IL 60601

(312)565-2029

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Subscribed and Sworn to before mu this 200 day of May, 1989.

HOTARY PUBLIC

A A HALLYNG PROOFFFEE LA 1983 H. TO STAVE DARRES VERNYE

STATE OF ILLINOIS) COUNTY COOK OF

I, EDWARD MCMillian, being duly sworn on oath, deposes and states that on the 5-8-89 day of May, 1989, I served a copy of the aforegoing Notice of Declaration of Forfeiture of All Rights Under Articles of Agreement For Warranty Deed by personally hand delivering a copy of same to Theodore A. Johnson and Unknown Occupants at 16153 S. Paulina Ave., Markham, Illinois 60426.

Edward Sol il

Subscribe and Sworn o before me this 10 70 for May 1989 Ervin 204 County

Motary Public, State of Illinois Commission Expires 12/3/91

NOTARY PUBLIC

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