

# UNOFFICIAL COPY

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## DECLARATION OF FORFEITURE

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TO:

Mr. Gregory S. Eckardt  
5621 West 104th Street  
Oak Lawn, IL 60453

Mr. Gregory S. Eckardt  
c/o Mrs. JoAnn R. Eckardt  
12931 S. Monitor  
Palos Heights, IL 60463

Mrs. JoAnn R. Eckardt  
12931 S. Monitor  
Palos Heights, IL 60463

Mr. Gregory S. Eckardt  
c/o Ms. Reba McCarthy  
10335 S. Mayfield  
Oak Lawn, IL 60453

This Declaration is made May 25, 1990.

WHEREAS, there exists a certain contract for Warranty Deed (hereinafter referred to as the "Contract") made and entered into the 3rd day of September, 1985, by and between Harold D. Pike and Marguerite Cloene Pike ("Sellers") and Gregory S. Eckardt and JoAnn R. Eckardt ("Buyers") for the sale and purchase of the following described property:

Lot 18 in Robert Bartlett's Navajo Gardens a Subdivision of West 1/2 of North East 1/4 of Section 32, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. #24-32-201-006-0000

AND WHEREAS, Richard and Marilyn Bohne acquired for good and valuable consideration on or about May 26, 1989 the interest of Sellers in and under the Contract, and now stand in the legal position of Sellers under the Contract.

AND WHEREAS, the Buyers agreed in the Contract to pay the Sellers the sum of \$70,000 for said property, said sum to be paid as follows: \$2,500 upon execution of the sale contract, \$7,500 at the time of the initial closing, and the balance of \$60,000 in installments of \$526.55 a month for principal and interest, plus taxes and insurance, payable on the first day of every month commencing October 1, 1985, until September 1, 1990, when the entire unpaid principal, accrued interest and real estate and insurance escrows shall be due in full.

AND WHEREAS, Buyers further agreed in the contract that payments received after the 10th day of any month would incur a late payment penalty of 5%.

AND WHEREAS, Buyers further agreed in the contract that upon default by the Buyers in the making of any payments due under the contract, then the Sellers, at their option, upon 30 days prior written notice to Buyers to cure the default, could forfeit and terminate the Contract and declare it null and void, and Buyers

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would then forfeit all payments made on this agreement, and such payments shall be retained by Sellers as liquidated damages and Sellers would then be entitled to re-enter and re-take possession of the premises.

AND WHEREAS, the Buyers have defaulted in the payment of the sum of \$1,963.41, itemized as follows:

<u>Payment Due</u>	<u>Amount Due</u>	<u>Late Charge</u>	<u>Total Due</u>
January 1, 1990	\$623.30	\$31.17	\$654.47
February 1, 1990	623.30	31.17	654.47
March 1, 1990	623.30	31.17	654.47
April 1, 1990	623.30	31.17	654.47
May 1, 1990	623.30	31.17	654.47
			<u>654.47</u>
			\$3,272.35

AND WHEREAS, the Buyers have failed to cure said defaults in spite of receiving more than 30 days prior written notice to cure;

NOW, THEREFORE, the Sellers, Richard and Marilyn Bohne, by their attorneys, Matthias & Bellah, by virtue of the powers set out in the contract, and by reason of the failure of the Buyers to perform as above described, hereby notify you, Gregory S. Eckardt and JoAnn R. Eckardt, that the Sellers by virtue of the powers in said Contract and by reason of the failure of the Purchasers to perform as above stated, have elected to declare the Contract, and all payments made thereon, forfeited and terminated, and by these presents do declare their election to consider the aforementioned Contract forfeited and terminated and we hereby declare their right to retain all payments made on said Contract and their right of re-entry upon and possession of said property.

RICHARD and MARILYN BOHNE, Sellers,

May 25, 1990  
Date

By:

Kenneth D. Bellah  
MATTHIAS & BELLAH, their attorneys

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## PROOF OF SERVICE

I, KENNETH D. BELLAH, attorney for Richard and Marilyn Bohne, do hereby swear that I served the foregoing Notice of ~~intention to declare~~ forfeiture this 25th day of May, 1990, on Gregory S. Eckardt and JoAnn R. Eckardt, his wife, by sending same in an envelope addressed to them at the addresses listed on the Notice by certified mail, return receipt requested, and depositing same at the U.S. Mail Box at 230 West Monroe Street, Chicago, Illinois.

*Kenneth D. Bellah*

\_\_\_\_\_  
KENNETH D. BELLAH

Subscribed and sworn to  
before me this 25<sup>th</sup> day of  
May, 1990

*Minerva Ruiz*  
\_\_\_\_\_  
NOTARY PUBLIC



DEPT-41 RECORDING \$15.25  
T#2222 TRAN 8771 06/13/90 09:00:00  
#1208 # B \*-90-278759  
COOK COUNTY RECORDER

-90-278759

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*Prepared by \**

PLEASE MAIL TO: Kenneth D. Bellah  
MATTHIAS & BELLAH  
230 West Monroe Street  
Suite 2220  
Chicago, IL 60606  
Ph.: 312-977-0070

Property of Cook County Clerk's Office

312-977-0070