

# UNOFFICIAL COPY

91049474

DECLARATION OF FORFEITURE AND EXTINGUISHMENT  
OF ALL RIGHTS OF PURCHASER  
UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

WHEREAS, on December 18, 1990, PAUL M. LUKES, as attorney and agent for COLE TAYLOR BANK/DROVERS, not individually but solely as Trustee under Trust Agreement dated October 7, 1980, and known as Trust No. 80169 (hereinafter "The Title Holder") and JOHN P. WOODS as Seller under an Installment Agreement for Trustee's Deed, hereinafter called "Contract" dated February 10, 1989, concerning the herein legally described property with ANN S. THOMAS as Purchaser served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT, such Notice being served by certified mail to the last known address of ANN S. THOMAS on December 21, 1990.

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

1. Purchaser in the Contract agreed to pay the sum of \$55,000.00 for the property with the balance of \$49,500.00 payable in monthly installments of \$3,000.00 for principal and interest for eighteen (18) months with the first payment due on May 1, 1989, and the final balloon payment being due on October 1, 1990. In addition, Purchaser agreed to pay the sum of \$63.00 per month for real estate taxes.

2. 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.

3. Purchaser has failed to make the monthly principal and interest payment which was due on September 1, 1990, in the amount of \$1,000.00.

4. Purchaser has failed to make the monthly tax escrow payment which was due on September 1, 1990, in the amount of \$63.00.

5. Purchaser has failed to make the balloon payment which was due on October 1, 1990, in the amount of \$40,591.57.

6. Purchaser has failed to maintain general liability insurance in violation of Paragraph 9 of the Contract.

WHEREAS, ANN S. THOMAS, the Purchaser under said Contract has failed to cure the default set forth in said Notice and more than thirty (30) days have elapsed from the date of service.

NOW, THEREFORE, COLE TAYLOR BANK/DROVERS, not individually but solely as Trustee under Trust Agreement dated October 7, 1980, and known as Trust No. 80169 as Title Holder and JOHN P. WOODS as Seller under that certain Installment Agreement for Trustee's Deed dated February 10, 1989, with ANN S. THOMAS as Purchaser, concerning the following described property:

LOTS 14 AND 15 IN W. L. SAMPSON'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 OF W. L. SAMPSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4332-34 SOUTH ASHLAND AVENUE, CHICAGO, ILLINOIS, PIN 20-06-406-037 and 20-06-406-038 (hereinafter "Property");

HEREBY DECLARES that all of the rights of the said ANN S. THOMAS as Purchaser under said Installment Agreement for Trustee's Deed are hereby forfeited and extinguished, and that all payments made by ANN S. THOMAS will be retained by Seller pursuant to its rights under said Installment Agreement for Trustee's Deed and that all of the rights of ANN S. THOMAS as Purchaser thereunder are hereby forfeited.

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ATTEST

RECEIVED BY THE CLERK OF COOK COUNTY  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_  
AT CHICAGO, ILLINOIS

[The body of the document contains several paragraphs of text that are extremely faint and difficult to read. The text appears to be a formal record or certificate, possibly related to a court proceeding or a public record. The content is largely illegible due to the quality of the scan.]

Property of Cook County Clerk's Office

ATTEST

# UNOFFICIAL COPY

Demand is hereby made upon ANN S. THOMAS for immediate possession of the premises described above. Your failure to surrender possession will result in the filing against you of an action in forcible entry and detainer in the Circuit Court of Cook County, Illinois, in accordance with the statutes of the State of Illinois in such case made and provided.

IN WITNESS WHEREOF, Paul M. Lukes as attorney and agent for COLE TAYLOR BANK/DROVERS, not individually but solely as Trustee under Trust Agreement dated October 7, 1980, and known as Trust No. 80169 as Title Holder and JOHN P. WOODS as Seller has set his hand and seal at Chicago, Illinois this 29th day of January, 1991.

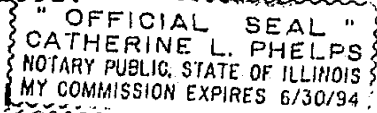
*Paul M. Lukes*

Paul M. Lukes, duly authorized attorney and agent for Title Holder and Seller

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a notary public, in and for said county, in the state aforesaid, DO HEREBY CERTIFY that PAUL M. LUKES personally known to me to be the same person whose name is 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 29th day of January, 1991.



*Catherine L. Phelps*  
Notary Public

### AFFIDAVIT OF SERVICE

The undersigned, being first duly sworn upon her oath, deposes and says that she served a copy of this Declaration of Forfeiture and Extinguishment of All Rights of Purchaser under Installment Agreement for Trustee's Deed by mailing a copy to the following person at her respective address, to wit:

ANN S. THOMAS  
1401 17th Street N.W.  
#103  
Washington, D.C. 20036

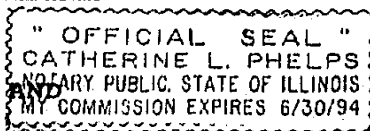
A separate copy of this Declaration of Forfeiture and Extinguishment of All Rights of Purchaser under Installment Agreement for Trustee's Deed was mailed to the person named above by both certified mail and regular mail, to her last known address, postage prepaid in a sealed envelope by depositing said notice in the United States Mail at Lincoln, Damen and Irving Park Road, Chicago, Illinois, on January 29, 1991.

*Bonnie E. Clarke*

SUBSCRIBED and SWORN to before me this 29th day of January, 1991.

*Catherine L. Phelps*  
Notary Public

THIS INSTRUMENT PREPARED BY MAIL TO:



PAUL M. LUKES  
HOELLEN & LUKES  
1940 West Irving Park Road  
Chicago, Illinois 60613

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# UNOFFICIAL COPY

Property of Cook County Clerk's Office

44-2200-11

**MAIL TO:**

**Paul M. Lukes  
Hoellen & Lukes  
1940 West Irving Park Road  
Chicago, Illinois 60613**

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NOTICE OF INTENTION TO DECLARE FORFEITURE  
OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT  
FOR TRUSTEE'S DEED AND NOTICE OF INTENTION  
TO FILE FORCIBLE DETAINER SUIT

TO: Ann S. Thomas  
1401 17th Street N.W.  
#103  
Washington, D.C. 20036

**YOU ARE HEREBY NOTIFIED THAT:**

WHEREAS, on the 10th day of February, 1989, Ann S. Thomas (hereinafter "Purchaser") did enter into a certain Installment Agreement for Trustee's Deed (hereinafter "Contract") with Cole Taylor Bank/Dealers, not individually but solely as Trustee under Trust Agreement dated October 7, 1980, and known as Trust No. 80169 (hereinafter "The Title Holder"), and John P. Woods (hereinafter "Seller"), a Memorandum of which Contract was recorded thereafter in the Office of the Recorder of Deeds of Cook County, Illinois, on May 23, 1989, as Document No. 89-232478, concerning the following legally described real estate:

LOTS 14 AND 15 IN W. L. SAMPSON'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 OF W. L. SAMPSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4332-34 SOUTH ASHLAND AVENUE, CHICAGO, ILLINOIS.  
PIN 20-06-406-037 and 20-06-406-038

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$55,000.00 for the property with the balance of \$49,500.00 payable in monthly installments of \$1,000.00 for principal and interest for eighteen (18) months with the first payment due on May 1, 1989, and the final balloon payment being due on October 1, 1990. In addition, Purchaser agreed to pay the sum of \$63.00 per month for real estate taxes; 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; and

WHEREAS, Purchaser has failed to make the monthly principal and interest payment which was due on September 1, 1990, in the amount of \$1,000.00; and

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WHEREAS, Purchaser has failed to make the monthly tax escrow payment which was due on September 1, 1990, in the amount of \$63.00; and

WHEREAS, Purchaser has failed to make the balloon payment which was due on October 1, 1990, in the amount of \$40,594.57; and

WHEREAS, Purchaser has failed to maintain general liability insurance in violation of Paragraph 9 of the Contract; and

NOW, THEREFORE, Purchaser, you are hereby notified:

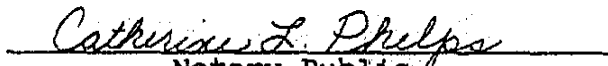
1. Unless all defaults under the Contract are cured on or before January 28, 1991, that it is the intention of Title Holder and Seller to declare all of your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.

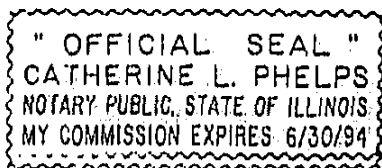
2. That it is the intention of Title Holder and Seller to institute proceedings to evict you from possession of the property under an act relating to forcible entry and detainer, unless you remedy the aforesaid defaults on or before the 28th day of January, 1991.

IN WITNESS WHEREOF, Paul M. Lukes, of the firm of Hoellen & Lukes, 1940 West Irving Park Road, Chicago, Illinois 60613, as agent and attorney for Title Holder and Seller, has hereunto set his hand and seal this 18th day of December, 1990.

  
\_\_\_\_\_  
PAUL M. LUKES

SUBSCRIBED and SWORN to before me  
this 18th day of December, 1990.

  
\_\_\_\_\_  
Notary Public



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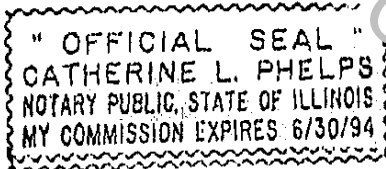
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Bonnie E. Teske, being duly sworn on oath deposes and says that on the 18th day of December, 1990, she served a copy of NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT upon Ann S. Thomas by sending a copy thereof to the last known address of the said Ann S. Thomas by certified mail with request for return receipt from the addressee.

Bonnie E. Teske

SUBSCRIBED and SWORN to before me  
this 18th day of December, 1990.

Catherine L. Phelps  
Notary Public



DEPT-01 RECORDING \$16.25  
14232 TRAN 4025 02/01/91 09:07:00  
#122# B \*-91-049474  
COOK COUNTY RECORDER

THIS INSTRUMENT PREPARED BY  
AND MAIL TO:

PAUL M. LUKES  
HOELLEN & LUKES  
1940 West Irving Park Road  
Chicago, Illinois 60613

16.25

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Property of Cook County Clerk's Office

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OFFICIAL RECORD  
CLERK OF THE CLERKS  
COOK COUNTY, ILLINOIS  
JAN 1 1900

REC-101

THIS INSTRUMENT PREPARED BY  
AND SAID TO

PAUL W. ...  
FOREMAN & ...  
100 West ...  
Chicago, Illinois 60611