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.

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

- 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.
- 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 interested 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 Leid 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 be 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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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, duly authorized attorney and agent for Title Holder and Seller

STATE OF ILLINOIS SS. COUNTY OF C COK

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 had and official seal this 29th day of January,

"OFFICIAL SEAL "
CATHERINE L. PHELPS NOTARY PUBLIC STATE OF ILLINOIS } MY COMMISSION EXPIRES 6/30/94

Tatherine L. Phelpo Notary Public

AFFIDAVIT OF SERVICE

The undersigned, being first duly swcrn 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 clippe

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

Notary Public

THIS INSTRUMENT PREPARED BY MAIL TO:

"OFFICIAL SEAL"
CATHERINE L. PHELPS
WHARY PUBLIC STATE OF ILLINOIS
MI COMMISSION EXPIRES 6/30/94

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

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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:

WHERERS, 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/Diovers, 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 SCUTHEAST 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 or \$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 lectare 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.

atherine J. Phel.

" OFFICIAL SEAL "
CATHERINE L. PHELPS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/94

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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 & Jeske

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

Notary Public

" OFFICIAL SEAL "
CATHERINE L. PHELPS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/94

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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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SUBSCRIBED and FROMM to before me this abile day of December, 1999.

Stides your keeps

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> THIS INSTRUMENT : FERRIED BY AMD SOLUTION

> > BAUK M LUKELS MORLLEN & LUKES THO WEST HIVING FORK PARK Chicaro, Hingels, 80515