

DECLARATION OF FORFEITURE

DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED

WHEREAS, on the 31st day of August, 1990, PETER J. PARISI, (hereinafter "Purchaser") did enter into a certain Articles of Agreement for Deed, (hereinafter "Contract") with EDWARD R. SAVINSKI, (hereinafter "Seller"), which Contract was not recorded concerning the following legally described real estate:

LOT 14 AND THE NORTH 36 FEET 4 1/2 INCHES OF LOTS 12 AND 13 IN BLOCK 2 IN BLANCHARD'S SUBDIVISION OF THE NORTH 22 RODS OF THAT PART LYING WEST OF MILWAUKEE AVENUE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3018-20 Medill, Chicago, Illinois 60647 (hereinafter "Property"); and

WHEREAS, on the 8th day of February, 1991, Seller's Attorney, Robert F. Quinn, served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT, such Notice being served by Certified Mail, Return receipt Requested and a copy of said Notice going to the Buyer's Attorney, Scott Stassen by regular mail; and,

WHEREAS, said Notice stated the Purchaser was in default under provisions of the contract as follows: DEPT-01 RECORDING \$14.00 11:41:00 11:49:270 COOK COUNTY RECORDER

1. Purchaser in the Contract agreed to pay the sum of \$1,000.00 in monthly installments until paid; and,

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 and/or Balloon payment 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,

3. Purchaser, ceased making payments on the 1st day of December 1990, there is not due and owing the Seller the sum of \$3,060.00 for the December Payment, January Payment and February Payment, plus late fees totaling \$60.00 for each month, which is included in this sum; and,

4. Said Contract provided (under Paragraph 22(a) that Purchaser shall pay all reasonable attorney's fees and costs incurred by the Seller's enforcement of the terms and provisions of the Contract; Seller has incurred attorney's fees of \$150.00 to date.

WA-583

First A... Cook County Clerk's Office

91149270

Handwritten initials/signature

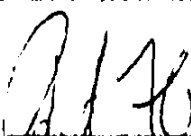
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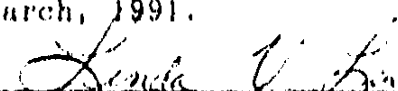
WHEREAS, PETER J. PARISI, the Purchaser under said Contract has failed to cure the defaults set forth in said Notice and more than thirty (30) days have elapsed from the date of service.

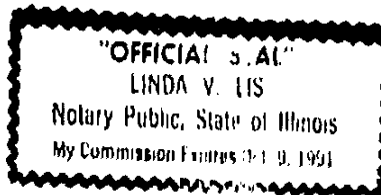
NOW, THEREFORE, EDWARD R. SAVINSKI, as Seller under that certain Articles of Agreement for Deed dated the 31st day of August, 1990, with PETER J. PARISI, as Purchaser, concerning the above described property, HEREBY DECLARES that all of the rights of the said PETER J. PARISI, as Purchaser, under said Articles of Agreement for Deed are hereby forfeited and extinguished, and that all payments made by PETER J. PARISI, as Purchaser under said Articles of Agreement for Deed will be retained by Seller pursuant to his rights under said Articles of Agreement for Deed and that all of the rights of PETER J. PARISI, as Purchaser thereunder, are hereby forfeited.

IN WITNESS WHEREOF, Robert F. Quinn of the firm of Schenk, Duffy, Quinn, Meadowcroft and Phelan, Ltd., 440 W. Boughton Road, Suite 200, Bolingbrook, Illinois 60440, as agent and attorney for EDWARD R. SAVINSKI, do hereunto set his hand and seal this 27th day of March, 1991.

  
ROBERT F. QUINN

Subscribed and Sworn to before me,  
a Notary Public, this 27th day of  
March, 1991.

  
Notary Public



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AFFIDAVIT OF SERVICE

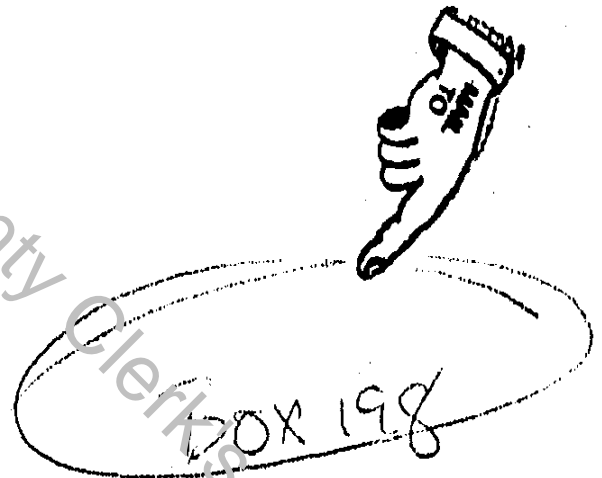
The undersigned, being duly sworn on oath deposes and says that on the 27th day of March, 1991, she served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED upon PETER J. PARISI by sending a copy thereof to the last known address of the said person by certified mail with request for return receipt and also by regular mail, from the addressee. A copy of said Notice has been sent to Attorney Scott Stassen by regular mail.

Linda V. Lis

GLENDIA K HAGEN  
Notary Public - State of Illinois  
Will County  
My Commission Expires Aug. 8, 1993

Subscribed and Sworn to before me,  
a Notary Public, this 27th day of  
March, 1991.

Glendia K. Hagen  
Notary Public

  
BOX 198  
Debbie  
Sollet

# UNOFFICIAL COPY

PROPERTY OF SERVICE

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CLERK OF COURT  
State of Illinois  
Cook County  
My Commission Expires Aug. 8, 1993

Property of Cook County Clerk's Office

1993