

DECLARATION OF FORFEITURE AND
EXTINGUISHMENT OF ALL RIGHTS OF
PURCHASER UNDER INSTALLMENT.
AGREEMENT FOR SALE OF PROPERTY

DEPT-01 RECORDING 119.29
T#1111 GRAN 5015 05/16/91 13:19:06
#2540 + @ * - 9 1 - 234083
COPY (COUNT) RECORDED

WHEREAS, Neal L. Wolf, as Independent Executor of the Estate of Ira Wolf, Deceased, as seller ("Seller"), and Traian Cirje and Marcela Cirje, as purchaser ("Purchaser"), entered into that certain Installment Agreement for Sale of Property dated the 20th day of December, 1989, as amended (the "Contract"), concerning the property commonly known as 7616 N. Marshfield and legally described below;

WHEREAS, Seller served Purchaser with a copy of the attached WARNING NOTICE/DEMAND FOR POSSESSION--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 PURSUANT TO Ill. Rev. Stat., c. 110, §9-104.1 (the "Notice"), such Notice being served in accordance with the provisions of the Contract by personal delivery upon Traian Cirje on April 9, 1991 and by certified mail return receipt requested to Traian Cirje and Marcela Cirje on April 9, 1991, a copy of which was also sent by certified mail return receipt requested to Jeffrey Gutman, Purchaser's attorney, on April 9, 1991;

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

- (a) Purchaser has failed to make payments due on February 1, 1991, March 1, 1991 and April 1, 1991 and at the time of such notice there was due and owing Seller the sum of \$17,148.12 for the period from January 2, 1991 to April 1, 1991 pursuant to Paragraph 1 of the Contract;
- (b) Purchaser has failed to make monthly payments to Seller due February 1, 1991, March 1, 1991 and April 1, 1991 for the tax and insurance escrow pursuant to Paragraph 8 of the Contract and at the time of the Notice there was due and owing Seller the sum of \$10,842.48 for the period from January 2, 1991 to April 1, 1991;
- (c) Pursuant to Paragraph 16 of the Contract, Purchaser is obligated to pay to Seller a late charge equal to five percent (5%) of the amounts due pursuant to Section 1(c)

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of the Contract if such payments are not paid within five (5) days of the due date and since such payments have not been made within five (5) days of the due dates, there is now due and owing Seller the sum of \$454.83;

- (d) Pursuant to Paragraph 9 of the Contract, Purchaser agreed to keep the Property in good repair and it appears that there is substantial waste on the Property which has not been repaired;
- (e) Purchaser has failed to perform its obligations pursuant to Paragraphs 9(b) and 10 of the Contract which provide for the completion of certain improvements on the Property and Purchaser has failed to complete such improvements;

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

WHEREAS, Purchaser has failed to make the May 1, 1991 payment due pursuant to Paragraph 1 of the Contract in the amount of \$5,716.04 pursuant to the terms of Paragraph 8 of the Contract in the amount of \$3,614.16;

WHEREAS, pursuant to Paragraph 16 of the Contract, Purchaser owes Seller an additional amount of \$151.63 due to Purchaser's failure to make the payment due May 1, 1991 within five (5) days of the due date pursuant to Paragraph 1(c) of the Contract.

NOW, THEREFORE, Seller under the Contract for the following described property:

LEGAL DESCRIPTION

Lots 29, 30, 31 and 32 (except South 2 feet of Lot 32) in Birchwood Addition to Evanston in Section 30, Township 41 North, Range 14, being a Subdivision of that part of the South 6.25 chains of North East 1/4 lying East of Right of Way of the Chicago Milwaukee and St. Paul Railroad (except South 33 feet thereof conveyed to City of Evanston for street purposes) in Cook County, Illinois,

Commonly known as 7616 North Marshfield Avenue, Chicago, Illinois, (hereinafter "Property"),

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HEREBY DECLARES that all of the rights of the said Traian Cirje and Marcela Cirje, as Purchaser, under the Contract are hereby forfeited and extinguished, and that all payments made by Purchaser under the Contract will be retained by Seller pursuant to Seller's rights under the Contract and that all of the rights of Purchaser thereunder, are hereby forfeited.

IN WITNESS WHEREOF, this instrument has been executed as of this 16th day of May, 1991.

Neal L. Wolf, Independent Executor
of the Estate of Ira Wolf

Neal L. Wolf

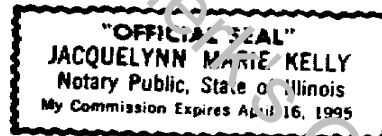
STATE OF ILLINOIS)
) SS.
COUNTY OF COCK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Neal L. Wolf, personally known to me to be the Executor of The Estate of Ira Wolf and 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 16th day of May, 1991.

Jacquelyn Marie Kelly

Notary Public



Tax No:

- 11-30-218-021
- 11-30-218-022
- 11-30-218-023
- 11-30-218-027

Instrument Prepared By
After recording MAIL TO:

PATRICK E. BRADF
Ross & Woodie
150 North Michigan Avenue
Suite 2500
Chicago, IL 60601

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08083108

COOK COUNTY CLERK
JAN 10 2010 10:00 AM
CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

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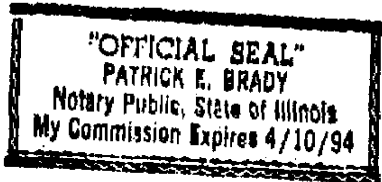
AFFIDAVIT OF SERVICE

Elva M. Kelso, being duly sworn on oath deposes and says that on the ~~11~~ day of May 1991, I served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT FOR SALE OF PROPERTY upon Traian Cirje and Marcela Cirje by sending a copy thereof to the last known address of the said Traian Cirje and Marcela Cirje by certified mail with request for return receipt from the addressee and by sending a copy thereof to Jeffrey Gutman, 4018 N. Lincoln Avenue, Chicago, Illinois 60618 by certified mail with request for return receipt from the addressee.

Elva M. Kelso

SUBSCRIBED and SWORN to before me this 16th day of May, 1991.

Patrick E. Brady
NOTARY PUBLIC



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WARNING NOTICE/DEMAND FOR POSSESSION

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 PURSUANT TO ILL. REV. STAT., C. 110, §9-104.2.

TO:

You are hereby notified that:

WHEREAS, on the 20th day of December 1989, Traian Cirje and Marcela Cirje (hereinafter "Purchaser") did enter into a certain Installment Agreement for Sale of Property (hereinafter "Contract") with Neal L. Wolf as Independent Executor of the Estate of Ira Wolf, Deceased, (hereinafter "Seller"), a memorandum of which Contract was recorded the 21st of December 1989, as Document No. 89609987 in the Office of the Recorder of Cook County, Illinois, concerning the following legally described real estate:

LEGAL DESCRIPTION

Lots 29, 30, 31 and 32 (except South 2 feet of Lot 32) in Birchwood Addition to Evanston in Section 30, Township 41 North, Range 14, being a Subdivision of that part of the south 6.25 chains of North East 1/4 lying East of Right of Way of the Chicago Milwaukee and St. Paul Railroad (except South 33 feet thereof conveyed to City of Evanston for street purposes) in Cook County, Illinois.

Commonly known as: 7616 North Marshfield Avenue, Chicago, Illinois, (hereinafter "Property");

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$744,892.16 for the Property in monthly installments of \$5,716.04 with all outstanding principal and interest due on December 1, 1992; and

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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, in the payment of any other amounts due under the Contract 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 terminated and any and all payments theretofore made by Purchaser shall be retained by Seller and in such event Seller has the right to re-enter and take possession of the Property;

WHEREAS, Purchaser has failed to make payments due on February 1, 1991, March 1, 1991 and April 1, 1991 and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$17,148.12 for the period from January 2, 1991 to April 1, 1991 pursuant to Paragraph 1 of the Contract;

WHEREAS, Purchaser has failed to make monthly payments to Seller due February 1, 1991, March 1, 1991 and April 1, 1991 for the tax and insurance escrow pursuant to Paragraph 8 of the Contract and there is now due and owing Seller the sum of \$10,842.48 for the period from January 2, 1991 to April 1, 1991;

WHEREAS, pursuant to Paragraph 16 of the Contract, Purchaser is obligated to pay to Seller a late charge equal to five percent (5%) of the amounts due pursuant to Section 1(c) of the Contract, if such payments are not paid within five (5) days of the due date and since such payments have not been made within five (5) days of the due dates, there is now due and owing Seller the sum of \$454.83;

WHEREAS, pursuant to Paragraph 9 of the Contract, Purchaser agreed to keep the Property in good repair and it appears that there is substantial waste on the Property which has not been repaired;

WHEREAS, Purchaser has failed to perform its obligations pursuant to Paragraphs 9(b) and 10 of the Contract which provide for the completion of certain improvements on the Property and Purchaser has failed to complete such improvements;

WHEREAS, pursuant to the provisions of Ill. Rev. Stat., C. 110, ¶9-104.2, demand for possession is hereby made upon you for possession if you fail to cure the defaults herein set forth by the time herein set forth.

Now, Therefore, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 15th day of May, 1991, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.

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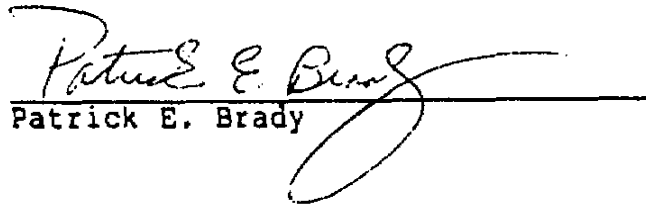
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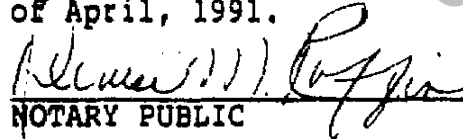
2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under the act relating to forcible entry and detainer, unless you remedy the aforesaid defaults on or before the 15th day of May, 1991.

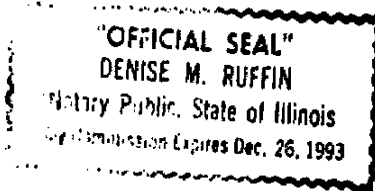
3. Demand is hereby made of you for possession of the Property.

IN WITNESS WHEREOF, Patrick E. Brady of the firm of ROSS & HARDIES, 150 N. Michigan Avenue, Chicago, Illinois as agent and attorney for Seller, has hereunto set his hand and seal this 9TH day of April 1991.


Patrick E. Brady

SUBSCRIBED and SWORN to before me this 9TH day of April, 1991.


NOTARY PUBLIC



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GEORGE

AFFIDAVIT OF SERVICE

Elva M. Kelso being duly sworn on oath deposes and says that on the 9th day of April 1991, I served a copy of 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 PURSUANT TO ILL. REV. STAT., C. 110, 19-104.2. upon Traian Cirje and Marcela Cirje by sending a copy thereof to the last known address of the said Traian Cirje and Marcela Cirje by certified mail with request for return receipt from the addressee and by sending a copy thereof to Jeffrey Gutman, 4018 N. Lincoln Avenue, Chicago, Illinois 60618 by certified mail with request for return receipt from the addressee.

Elva M. Kelso

SUBSCRIBED and SWORN to before me this 9th day of April, 1991.

Mary Kathleen O'Hary
NOTARY PUBLIC

MARY KATHLEEN O'HARY
Notary Public, State of Illinois
Commission Expires Oct. 5, 1992

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