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To: Monday Eleanya

of _____, in the County of Rivers State
XXXXX Nigeria

This Declaration, made this 19th day of June,
19 91, WITNESSETH:

Whereas, by a contract in writing made and entered into on the
2nd day of October, 1990, BY AND BETWEEN
Larry Schwartz

of Chicago, in the County of Cook, and
State of Illinois, (hereinafter called Seller), and
Monday Eleanya

DEPT-01 RECORDING \$13.2
T#5555 TRAN 3652 07/03/91 09:29:00
#4101 # E * - 91 - 329068
COOK COUNTY RECORDER
91329068

Above Space For Recorder's Use Only

of _____, in the County of _____, and State of _____, (hereinafter called Purchaser), which contract was duly recorded in the recorder's office of Cook County, Illinois, on the 28th day of January, 19 91, in Book _____, on page _____, as document No. _____ Purchaser, in consideration that Seller would convey to Purchaser the following described premises, situated in the County of Cook, State of Illinois, viz:

UNIT NUMBER 412 IN THE PARK TOWER CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST FRACTIONAL HALF OF THE NORTH EAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24874698, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 11-05-203-017-1026

Address(es) of premises: 5415 North Sheridan Road, Unit 412, Chicago, Illinois

covenanted and agreed to pay to Seller the sum of (\$32,900.00)

THIRTY-TWO THOUSAND, NINE HUNDRED AND _____ xx/100 Dollars,

as follows: (a) TEN THOUSAND DOLLARS INITIAL DOWN PAYMENT;

(b) BALANCE OF (\$22,900.00) TWENTY-TWO THOUSAND NINE HUNDRED DOLLARS AT 12% INTEREST PER ANNUM IN THE FOLLOWING MANNER:

(\$241.37) TWO HUNDRED FORTY-ONE AND _____ 37/100 DOLLARS ON THE FIRST DAY OF DECEMBER, 1990 AND ON THE FIRST DAY OF EACH MONTH THEREAFTER EXCEPT THE FINAL LUMP SUM PAYMENT OF PRINCIPAL AND INTEREST SHALL BE DUE ON NOVEMBER 1, 1993

and further covenanted to pay all taxes, assessments or impositions that should be legally levied upon said land subsequent to the year

And Whereas, Purchaser further covenanted in said contract that in case of a failure on his part to make any of the payments, or any part thereof, or to perform any of the covenants by him agreed therein to be made or performed, then in such case the said contract should, at the option of Seller, be forfeited and determined, all payments made thereon should be forfeited to Seller, and Seller should have the right to re-enter and take possession of said land; and it was also agreed that the time of payment should be of the essence of said contract.

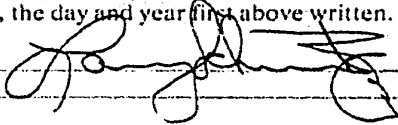
And Whereas, Purchaser has made default in the payment of

(A) (\$241.37) TWO HUNDRED FORTY-ONE AND _____ 37/100 DOLLARS DUE ON APRIL 1, 1991; MAY 1, 1991; AND JUNE 1, 1991;

(B) FAILURE TO PAY CONDOMINIUM ASSESSMENTS AND TAXES DUE APRIL 1, 1991; MAY 1, 199; AND JUNE 1, 1991.

Now, Therefore, Seller, by virtue of the power in said contract mentioned, and by reason of the failure of Purchaser to perform as above stated, has elected to declare the aforesaid contract, and all payments made thereon, forfeited and determined, and by these presents does declare his election to consider the aforementioned contract forfeited and determined; and Seller hereby declares his right to retain all payments made on said contract, and his right of re-entry upon and possession of said land. If this declaration is signed by more than one person, the term "Seller" shall apply to all such persons, irrespective of the use of verbs and pronouns importing the singular number.

In Witness Whereof, Seller has hereunto set his hand and seal, the day and year first above written.

 (SEAL)

Please print or type name(s)
below signature(s)

_____ (SEAL)

This instrument was prepared by Howard J. Weiss, 150 N. Wacker Drive, #650, Chicago, IL 60606
(NAME AND ADDRESS)

91329068

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UNOFFICIAL COPY

STATE OF Illinois

ss.

COUNTY OF Cook

I, Howard J. Weiss, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Larry Schwatz
personally known to me to be the same person whose name is sub-
scribed 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 1st
day of July 19 91



[Signature]
Notary Public

Property of Cook County Clerk's Office

91329068

Declaration of Forfeiture

TO



MAIL TO:

ZIERING & WEISS
ATTORNEYS AT LAW
150 N. WACKER DR. #650
CHICAGO, ILLINOIS 60606

GEORGE E. COLE
LEGAL FORMS