

# UNOFFICIAL COPY

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IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, DIVISION

DEPT-01 RECORDING \$25.50  
T#0010 TRAN 2897 09/02/92 14:58:00  
#7554 # \*--92--653251  
COOK COUNTY RECORDER

DECLARATION OF FORFEITURE AND EXTINGUISHMENT  
OF ALL RIGHTS OF PURCHASE UNDER INSTALLMENT AGREEMENT dated  
APRIL 28, 1990 FOR WARRANTY DEED between CARLOS CORTEZ and  
LUZ CORTEZ and JOSEPH PARRA and MARY PARRA

M S 1310915

Whereas, on the 28th day of April, 1990, JOSEPH and MARY PARRA, as Seller under Installment Agreement for Warranty Deed dated the 28th day of April, 1990, concerning the herein legally described property with CARLOS and LUZ CORTEZ, as Purchaser, (hereinafter "Contract") 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 wherein EDWARD WITT signed the attached receipt.

Whereas, 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 \$475.67 for the property in monthly installments, and in addition pay 1/12 of the insurance costs and 1/12 of the estimated tax costs, and a balloon payment of the entire balance at the end of November 1, 1991 in the amount of \$51,598.93;

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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 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;

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Whereas, Purchaser ahas failed to make the balloon payment of \$51,598.93 on the 1st day of November, 1991, and has failed to pay any installments due

2500



JAMES O'CONNOR, JR.  
5251 W. 147th St  
OAK FOREST III 60452

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thereafter, and there is now due and owing Seller the sum of \$51,598.93 due on November 1, 1991.

Whereas, CARLOS and LUZ CORTEZ 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, JOSEPH and MARY PARRA, as Seller under that certain INSTALLMENT AGREEMENT FOR WARRANTY DEED dated the 28th day of April, 1990 with CARLOS and LUZ CORTEZ, as Purchaser, concerning the following described property:

LOT 10 IN BLOCK 6 IN EAST CHICAGO LAWN, J. A. CAMPBELL'S SUBDIVISION OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{2}$  OF SECTION 24, TOWNSHIP 76 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6422 S. Albany,  
Chicago, Illinois.

HEREBY DECLARES that all of the rights of the said CARLOS and LUZ CORTEZ, as Purchaser, under said INSTALLMENT AGREEMENT FOR WARRANTY DEED are hereby forfeited and extinguished, and that all payments made by CARLOS and LUZ CORTEZ, as Purchaser under said INSTALLMENT AGREEMENT FOR WARRANTY DEED will be retained by Seller pursuant to their rights under said INSTALLMENT AGREEMENT FOR WARRANTY DEED and that all of the rights of CARLOS and LUZ CORTEZ, as Purchaser thereunder, are hereby forfeited.

In Witness Whereof, JOSEPH and MARY PARRA have set their hands and seals at \_\_\_\_\_, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Joseph Parra

Mary Parra

STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK     )

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I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH and MARY PARRA, Not Personally But Solely as Trustee U/T 71128 to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day, and acknowledged that they signed, sealed and delivered the said instrument as their 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 *21st* day of *August*, 19*92*.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

"OFFICIAL SEAL"  
James J. O'Connell, Jr.  
Notary Public, State of Illinois  
My Commission Expires 12/04/93

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