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92579699 1999

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 LOT 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.

13-36-101-023

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

WHEREAS, on the 8th day of April, 1992, Seller's attorney's, 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 Purchase was in default under provisions of the contract as follows:

1. Purchase 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, has made no payments since February, 1992, and there is now due and owing the Seller the sum of \$7,000.00 for the March, April, May, June, July, August, and September payments, plus late fees totaling \$140.00, plus \$662.00 in property insurance costs; 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 \$585.00 to date.

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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 Article of Agreement for Deed are hereby forfeited and extinguished, and that all payments made by PETER J. PARISI, as Purchase 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.

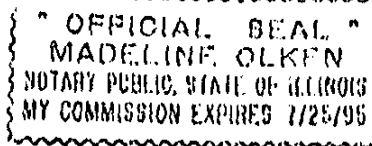
IN WITNESS WHEREOF, Charles A. Janda, 180 N. LaSalle, Suite 2400, Chicago, Illinois 60601, as agent and attorney for EDWARD R. SAVINSKI, as hereunto set his hand and seal this 25th day of September, 1992.


Charles A. Janda

SUBSCRIBED and SWORN to
before me this 25 day of
September, 1992


Notary Public

savindec.for/pl.3



DEPT-01 RECORDING \$25.50
145555 TRON 3512 12/10/92 1543100
\$1196 : * 92-929399
COOK COUNTY RECORDER

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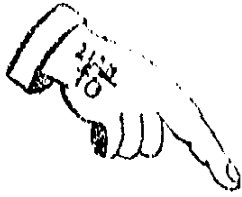
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CERTIFICATE OF SERVICE

The undersigned, being duly sworn on oath deposes and says that on the 25th day of September, 1992, he served a copy of DECLARATION OF FORFEITURE 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. A copy of said Notice has been sent to Attorney Scott Stassen by regular mail.

Charles Janda

bavins.cer



CHARLES A. JANDA
180 N. LA SALLE #2400
CHICAGO, IL 60601

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