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Declaration of Forfeiture

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531.00

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

92-216783

WHEREAS, on the 6th day of February, 1992, A.J. Smith Federal Savings Bank, as Seller under Articles of Agreement for Deed dated the 13th day of January, 1989, concerning the herein legally described property with Kenneth R. Mosley, divorced and not since remarried, as Purchaser, (hereinafter "Contract") served a copy of the 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, attached hereto as Exhibit A, such Notice being served by Certified Mail, return receipt requested; and

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

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 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;

WHEREAS, Purchaser ceased making payments on the 30th day of September, 1991, and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$2,012.06 for the period from October, 1991, to February 28, 1992; and

WHEREAS, Kenneth R. Mosley, 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, A.J. Smith Federal Savings Bank, as Seller under that certain Articles of Agreement for Deed dated the 13th day of January, 1989, with Kenneth R. Mosley, as Purchaser, concerning the following described property:

Unit 10-101 in the English Valley Condominium as delineated on a survey of the following described real estate:

Certain lots in Martha's Park and Martha's Park Addition, both being subdivisions of part of the West 1/2 of the Northwest 1/4 of Section 25, Township 36 North, Range 13 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration

Handwritten signature or initials.

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of Condominium recorded as document number 25187929, and as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly known as: 17004 Novak
Unit T-106
Hazelcrest, Illinois 60429

Permanent Tax Index Number: 28-25-117-029-1005

HEREBY DECLARES that all of the rights of the said Kenneth R. Mosley, as Purchaser, under said Articles of Agreement for Deed are hereby forfeited and extinguished, and that all payments made by Kenneth R. Mosley, as Purchaser under said Articles of Agreement for Deed will be retained by Seller pursuant to their rights under said Agreement and that all of the rights of Kenneth R. Mosley, as Purchaser thereunder, are hereby forfeited.

IN WITNESS WHEREOF, A.J. Smith Federal Savings Bank has set its hand and seal at Oak Brook, Illinois this 26 day of March, 1992.

A.J. SMITH FEDERAL SAVINGS BANK

BY: [Signature]

Its: Executive Vice President

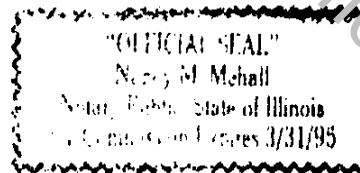
ATTEST: [Signature]

Its: Corporate Secretary

The undersigned, being duly sworn on oath deposes and says that on the 26th day of March, 1992, James J. Andretich, Exec. Vice Pres., and Evelyn J. Krueger, Corporate Secretary of A.J. Smith Federal Savings Bank, executed this DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED.

92216783

[Signature]
Notary Public



PREPARED BY: _____

Terrence P. Faloon
LILLIG & THORSNESS, LTD.
1900 Spring Road, Suite 200
Oak Brook, Illinois 60521

MAIL TO: _____

Terrence P. Faloon
LILLIG & THORSNESS, LTD.
1900 Spring Road, Suite 200
Oak Brook, Illinois 60521

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Warning Notice

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

To: Mr. Kenneth R. Mosley
Unit No. T-106
17004 Novak
Hazelcrest, Illinois 60429

You are hereby notified that:

WHEREAS, on the 13th day of January, 1989, Kenneth R. Mosley, (hereinafter "Purchaser") did enter into a certain Articles of Agreement for Deed (hereinafter "Contract") with A.J. SMITH FEDERAL SAVINGS BANK (hereinafter "Seller"), which Contract was recorded the 23rd day of January, 1989, as Document #89-035647 in the Office of the Recorder of Deeds of Cook County, Illinois, concerning the following legally described real estate:

Unit T-106 in the English Valley Condominium as delineated on a survey of the following described real estate:

Certain lots in Martha's Park and Martha's Park Addition, both being subdivisions of part of the West 1/2 of the Northwest 1/4 of Section 25, Township 36 North, Range 13 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 25187929, and as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly known as: 17004 Novak, Unit T-106
Hazelcrest, Illinois 60429

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Permanent Tax Index No.: 28-25-117-029-1005

(hereinafter "Property"); and

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$30,900.00 for the Property in monthly installments of \$226.18 until paid, in addition to current monthly escrow deposits of \$85.82 for real estate taxes affecting the Property;

WHEREAS, the Contract provides in part that time is of the essence, and that in the event of Purchaser's failure 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

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all payments theretofore made by Purchaser shall be retained by Seller;

WHEREAS, Purchaser ceased making payments through the 31st day of September, 1991, and has failed to pay any installments due thereafter, and there is now due and owing to Seller the sum of \$1,587.00 for the period from October 1, 1991 to February 28, 1992, which amount includes late charges; and

WHEREAS, Purchaser has caused Seller to pay reasonable attorneys fees and costs in enforcing the terms and provisions of the Contract herein to date in the sum of \$425.00

Now Therefore, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 10th day of March, 1992, with the payment of \$2,012.00 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.

2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under an Act relating to Forcible Entry and Detainer, unless you remedy the aforesaid defaults on or before the 10th day of March, 1992.

In Witness Whereof, Terrence P. Faloon of the firm Lillig & Thorsness, Ltd., 1900 Spring Road, Suite 200, Oak Brook, Illinois, 60521, as agent and attorney for A.J. Smith Federal Savings Bank, has hereunto set his hand and seal this 9th day of December, 1991.



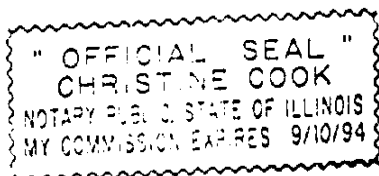
TERRENCE P. FALOON

Subscribed and Sworn to
before me this 6th day
of Febraury, 1992.



NOTARY PUBLIC

NOTARY PUBLIC



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AFFIDAVIT OF SERVICE

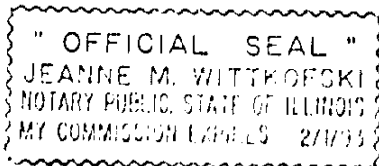
CHRISTINE M. COOK, being first duly sworn on oath deposes and says that on the 6th day of February, 1992, CHRISTINE M. COOK served copy of NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT upon KENNETH R. MOSLEY, by sending a copy thereof to KENNETH R. MOSLEY, Unit No. T-106, 17004 Novak, Hazelcrest, Illinois, 60429, by certified mail with request for return receipt from the addressee KENNETH R. MOSLEY. I further certify that CHRISTINE M. COOK served Kenneth R. Mosley 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 by sending a copy thereof to Kenneth R. Mosley, Unit No. T-106, 17004 Novak, Hazelcrest, Illinois, 60429 by U.S. Mail.

Christine M. Cook

CHRISTINE M. COOK

Subscribed and Sworn to
before me this 6th day
of February, 1992.

Jeanne M. Wittkofski
NOTARY PUBLIC



Terrence P. Faloon
LILLIG & THORSNESS, LTD.
1900 Spring Road, Suite 200
Oak Brook, Illinois 60521
(708) 571-1900
Attorney No. 11196



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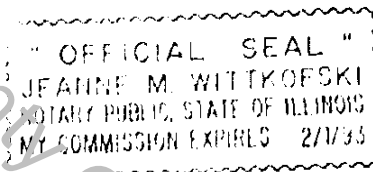
AFFIDAVIT OF SERVICE

Susan A. Baker, being duly sworn on oath deposes and says that on the 2nd day of March, 1992, she served a copy of the DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT AGREEMENT dated February 6, 1992, upon Kenneth Mosley by sending a copy thereof to his last known address by regular mail and certified mail with request for return receipt from the addressee.

Susan A. Baker
Susan A. Baker

SUBSCRIBED and SWORN to before me
this 2nd day of March, 1992.

Jeanne M. Wittkofski
Notary Public



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