

# UNOFFICIAL COPY

94439071 94439071

## DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASED UNDER ARTICLES OF AGREEMENT FOR DEED

Whereas, on the 14th day of January, 1994, Subhash C. Saluja, and Sunita C. Saluja, as Sellers under Articles of Agreement for Deed dated the October 15, 1990, concerning the herein legally described property with Hector Espinoza and Harlis Espinoza 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 A FORCIBLE DETAINER SUIT PURSUANT TO ILL. REV. STAT., c.110, paragraph 9-104.1, 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:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture of specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereto shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action or account if any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession, of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

Whereas, Hector Espinoza and Harlis Espinoza, 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, Subhash C. Saluja and Sunita C. Saluja as sellers under that certain Articles of Agreement for Deed dated the October 15, 1990, with Hector Espinoza and Harlis Espinoza as Purchasers, concerning the following described property:

See attached Legal Description

94439071

29/50  
BML

# UNOFFICIAL COPY

9 4 4 5 9 0 7 1

Commonly known as 6131 North Seeley, Unit #3A, Chicago, Illinois (hereinafter "Property") ; and

HEREBY DECLARES that all of the rights of the said Hector Espinoza and Harlis Espinoza, as Purchasers, under said Contract are hereby forfeited and extinguished, and that all payments made by Hector Espinoza and Harlis Espinoza as Purchaser said will be retained by Sellers pursuant to their rights under said Contract and that all of the rights of hector Espinoza and Harlis Espinoza, as purchaser thereunder, are hereby forfeited.

In Witness Whereof, Subhash C. Saluja has set his hand and seal at Chicago, Illinois, this 12th day of March, 1994.

*[Signature]*  
Subhash C. Saluja

DEPT-01 RECORDING \$29.50  
T:6666 TRAM 9109 05/16/94 15:19:00  
#6320 RC #--94-439071  
COOK COUNTY RECORDER

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SUBHASH C. SALUJA personally known to me 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 he right of homestead.

34423071

Given under my hand this 12th day of March, 94

"OFFICIAL SEAL"  
SUNITA C. Notary Public  
Notary Public, State of Illinois  
My *[Signature]*  
**AFFIDAVIT OF SERVICE**

Subhash C. Saluja, being duly sworn on oath, deposes and says that on March 12, 1994 he served a copy of DECLARATION OF FORFEITURE OF AGREEMENT AND EXTINGUISHMENT FOR DEED upon Hector and Harlis Espinoza by sending a copy there of by regular mail, at the following address.

Hector and Harlis Espinoz  
5445 N. Sheridann #315  
Chicago Illinois 60640

*[Signature]*

In addition to mail, the copy of this document was delivered by hand on March 16, 1994 to the purchaser, Hector Espinoza.

Subscribed and Sworn to before me this 16 day of March, 1994

"OFFICIAL SEAL"  
SUNITA C. Notary Public  
Notary Public, State of Illinois  
My Commission Expires July 16, 1996  
*[Signature]*

# UNOFFICIAL COPY

9 4 3 9 0 7 1

PARCEL 1:

UNIT NUMBER 3-'A', BUILDING NUMBER CT-3, IN THE NORWOOD COURTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 3 FEET OF LOTS 1 AND 6 AND ALL OF LOTS 2 TO 5 IN NORWOOD COURTS SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25211651; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 15929348 AND 15957209, AND IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25211651, IN COOK COUNTY, ILLINOIS.

OK  
TK

14-06-121-011-1063

94439071

# UNOFFICIAL COPY

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, PARAGRAPH 9-104.1

To: Hector and Harris Espinoza  
5445 N. Sheridan Unit #315  
Chicago Illinois 60640

You are hereby notified that:

Whereas, on the October 15, 1990, Hector Espinoza and Harris Espinoza (hereinafter "Purchasers") did enter into a certain Articles of Agreement "for Deed (hereinafter "Contract") with Subhash C. Saluja and Sunita C. Saluja (hereinafter "Sellers") concerning the following legally described real estate:

See Attached Legal Description

Commonly known as: 6131 North Seely, Unit #3A, Chicago, Illinois 60659 (hereinafter "Property") and

Whereas, Purchaser in the Contract agreed to pay the sum of \$50,000.00 for the Property in monthly installments of \$507.13 until paid; and

Whereas, the Contract provides that if Buyers (1) default by failing to pay when due any single installment or payment required to be made to Sellers under the terms of this Agreement and such default is not cured within (10) days of written notice to Buyers; or (2) defaults in the performance of any other covenant of agreement hereof and such default is not cured by Buyers within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Sellers may treat such a default as a breach of this Agreement and Sellers shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity; (i) maintain an action for any unpaid installments, (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyers, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyers to reinstate as Provided in that Act.

Whereas, Purchasers ceased making payments on the 1st day of December, 1993, and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$507.13 for the month of January, 1994, and

Whereas, pursuant to the Provision of Ill. REV. STAT., C.110, PARAGRAPH 9-104.1, demand for possession is hereby made upon you for possession if you fail to cure the defaults herein set forth

94439071

# UNOFFICIAL COPY

9 4 3 9 0 7 1

by the time set forth.

Now, Therefore, Purchasers, you are hereby notified:

1. Unless all defaults under the Contract are cured on or before the 17th day of February, 1994 that it is the intention of Sellers to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Sellers.

2. that it is the intention of Sellers 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 17th day of February, 1994.


3. Demands is hereby made if you for possession of the Property.

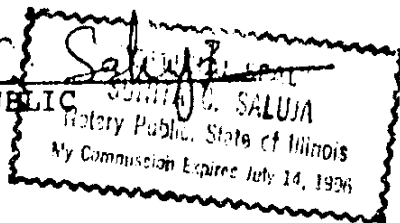
In Witness Whereof, Subhash Saluja, Seller has hereunto set his hand and seal this 14th day of January, 1994.

  
Subhash C. Saluja

Copy of this document was delivered to Hector Espinoza on January 14, 1994 at 5445 N. Sheridan, Chicago.

Subscribed and Sworn to  
before me this 14 day of  
January, 1994.

  
NOTARY PUBLIC



94439071

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Mr. Subhash C. Suby  
5445 N. Sheridan.  
APP. # 3812  
Chicago IL 60640