

# UNOFFICIAL COPY

94956237

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

DEPT-01 RECORDING \$33.50  
T86666 TRAN 0369 11/09/94 16:01:00  
\$4008 # LC \*-94-956237  
COOK COUNTY RECORDER

**DECLARATION OF FORFEITURE AND EXTINGUISHMENT  
OF ALL RIGHTS OF PURCHASER UNDER  
INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED APRIL 27, 1990**

TO: SOL DIANA SALAT

**WITNESSETH**

WHEREAS, by a Contract in writing made and entered into on the 27th day of April, 1990, BY AND BETWEEN WHOLESALE OIL COMPANY, of Chicago, in the County of Cook and State of Illinois (hereinafter called Seller) and SOL DIANA SALAT, of Chicago, in the County of Cook and State of Illinois, (hereinafter called Purchaser), Purchaser, in consideration that Seller would convey to Purchaser the following described land, situated in the County of Cook, State of Illinois, to wit:

Lots One and Two in Block Sixteen (16), in Hutchinson and Colt's Subdivision of Block Two (2), Six (6), Twelve (12), and Sixteen (16) in Carters Subdivision of Blocks One (1), Two (2), Three (3) Four (4) and Seven (7), in Clifford's Addition to Chicago in the East Half (1/2) of the South West Quarter (1/4) of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian.

P.I.N. 16-02-317-015-000

COMMONLY KNOWN AS 958 NORTH CALIFORNIA, CHICAGO, ILLINOIS.

Covenanted and agreed to pay to Seller the sum of One Hundred Thirty Thousand (\$130,000.00) Dollars for the Property in the following manner:

- A. Thirteen Thousand (\$13,000.00) Dollars initial earnest money upon execution of real estate contract.
- B. Thirty-seven Thousand (\$37,000.00) Dollars, plus or minus prorations, at the initial closing.

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
1100 N. LAUREL STREET, CHICAGO, IL 60610  
TEL: (773) 304-3000 FAX: (773) 304-3001  
WWW.COOKCOUNTYCLERK.COM

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- C. Eighty Thousand (\$80,000.00) Dollars payable as follows: For sixty (60) consecutive months, commencing on May 1, 1990, Purchaser shall pay the sum of \$1,047.39, principal and interest, per month which sum represents the balance of \$80,000.00 payable at the rate of 11% per annum and

amortized over eleven (11) years. The balance of principal shall be due on April 1, 1995 or sooner. Purchaser shall have the right to prepay all or part of the balance.

WHEREAS, Purchaser further covenanted in said Contract that in case of a failure on her part to make any of the payments, or any part thereof, or to perform any of the covenants by her agreed therein to be made or performed, then in such case said Contract should, at the option of Seller, be forfeited to Seller, and Seller should have the right to re-enter and take possession of said land and premises; and it was also agreed that the time of payment should be of the essence of said Contract; and

WHEREAS, on September 23, 1994 Seller served, by its agent, RICHARD A. WOLFE, a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED upon Purchaser, such Notice being served by Certified mail, return receipt requested, and regular mail to Purchaser Sol Diana Ralat.

WHEREAS, Purchaser has made default in the following respects:

1. Failed to make prompt monthly payments of principal, interest and the real estate tax escrow.
2. Failed to provide Seller with evidence of insurance in accordance with paragraph 8 of the Articles of Agreement.

NOW THEREFORE, by virtue of the power in said Contract mentioned, and by reason of the failure of purchaser to cure the defaults in said Notice, more than forty (40) days having elapsed from the date of service, Seller has elected to declare the aforesaid Contract, and all payments made thereon, forfeited and determined, and by these presents do declare their election to consider the aforementioned Contract forfeited and determined; and Seller hereby declares its right to retain all payments made on said Contract, and its right of re-entry upon and possession of said land. If this Declaration is signed by more than one person, the term " Sellers " shall apply to all such persons, irrespective of the use of verbs and pronouns importing the singular number.

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IN WITNESS WHEREOF, Seller has hereunto set its hand and seal, this 9th day of November, 1994.

WHOLESALE OIL COMPANY  
BY: Alvin Stiglitz

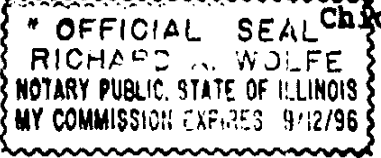
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Richard A. Wolfe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALVIN STIGLITZ, as president of WHOLESALE OIL COMPANY, is personally known to 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.

GIVEN under by hand and official seal, this 9th day of November, 1994.

Richard A. Wolfe (SEAL)

Instrument prepared by: Richard A. Wolfe  
REALEST\DECFOR 180 North LaSalle Street, #2420  
Chicago, Illinois 60601



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MAIL TO:

RICHARD A. WOLFE  
WOLFE AND POLOVIN  
180 N. LA SALLE, #2420  
CHICAGO, ILLINOIS 60601

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**NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL  
RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED  
958 NORTH CALIFORNIA, CHICAGO, ILLINOIS**

TO: SOL DIANA RALAT  
4121 WEST NORTH AVENUE  
CHICAGO, ILLINOIS 60639

SOL DIANA RALAT  
958 NORTH CALIFORNIA  
CHICAGO, ILLINOIS 60622

YOU ARE HEREBY NOTIFIED that:

WHEREAS, on the 27th day of April, 1990, SOL DIANA RALAT (hereinafter "Purchaser"), did enter into a certain Installment Agreement for Warranty Deed, (hereinafter "Contract"), with WHOLESALE OIL COMPANY, (hereinafter "Seller"), which Contract was registered with the Registrar of Titles of Cook County, Illinois on April 30, 1990 as document number 13877067, concerning the following legally described real estate:

Lots One and Two in Block Sixteen (16), in Hutchinson and Colt's Subdivision of Block Two (2), Six (6), Twelve (12), and Sixteen (16) in Carters Subdivision of Blocks One (1), Two (2), Three (3), Four (4) and Seven (7) in Clifford's Addition to Chicago in the East Half (1/2) of the South West Quarter (1/4) of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian.

PIN: 16-01-317-015

commonly known as 958 North California, Chicago, Illinois (hereinafter the "Property"); and

WHEREAS, Purchaser under the Contract agreed to pay the sum of One Hundred Thirty Thousand (\$130,000.00) Dollars for the Property in the following manner:

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- A. Thirteen Thousand (\$13,000.00) Dollars initial earnest money upon execution of real estate contract.
- B. Thirty-seven Thousand (\$37,000.00) Dollars, plus or minus prorations, at the initial closing.
- C. Eighty Thousand (\$80,000.00) Dollars payable as follows: For sixty (60) consecutive months, commencing on May 1, 1990, Purchaser shall pay the sum of \$1,047.39 principal and interest per month which sum represents the balance of \$80,000.00 payable at the rate of 11% per annum and amortized over eleven (11) years. The balance of principal shall be due on April 1, 1995 or sooner. Purchaser shall have the right to prepay all or part of the balance.

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 therefore made by Purchaser shall be retained by Seller; and

WHEREAS, notwithstanding the aforesaid covenants and promises of Purchaser, Purchaser has breached the Articles of Agreement as follows:

- A. Purchaser has failed to pay principal and interest when due for the months of August, 1994 and September, 1994 in the amount of \$2,094.78.
- B. Purchaser has failed to pay the amounts due for the real estate tax escrow for the months of August, 1994 and September, 1994 in the amount of \$568.12.

That through September 22, 1994 Contract Purchaser is in

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default. There is presently due and owing from the Purchaser after all credits, the sum of \$2,662.90. An additional event of default is Purchaser's failure to provide the Seller with adequate insurance coverage in effect on the Property showing Seller as an additional insured as is required under the Articles. Seller further demands reasonable attorneys' fees as provided in paragraph 12 of the Articles of Agreement.

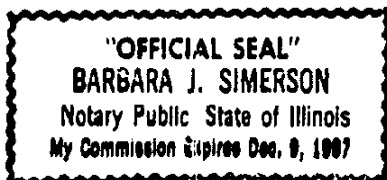
NOW THEREFORE, Purchaser, you are hereby notified that unless all defaults under the Contract are cured forty (40) days from the date of this Notice, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.

IN WITNESS WHEREOF, RICHARD A. WOLFE of the Firm of Wolfe and Polovin, 180 North LaSalle Street, Suite 2420, Chicago, Illinois, as agent and attorney for WHOLESAL OIL COMPANY, has hereunto set his hand and seal this 23rd day of September, 1994.

  
\_\_\_\_\_  
RICHARD A. WOLFE

SUBSCRIBED AND SWORN to before  
me this 23rd of September, 1994.

  
\_\_\_\_\_  
Notary Public



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STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

### AFFIDAVIT OF SERVICE

RICHARD A. WOLFE, being duly sworn on oath, deposes and states that on the 23rd day of September, 1994 he served a copy of the Notice of Intention to Declare Forfeiture of all Rights under Installment Agreement for Warranty Deed upon those individuals listed below, by sending a copy thereof by certified mail, return receipt requested, and by regular mail to those individuals listed below, at their stated address and upon each of them by certified mail, return receipt requested, and by regular mail at the said addresses.

To: Sol Diana Ralat  
4121 West North Avenue  
Chicago, Illinois 60639

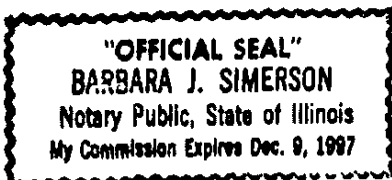
Sol Diana Ralat  
958 North California  
Chicago, Illinois 60622

*Richard A. Wolfe*  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 23rd of September, 1994.

*Barbara J. Simerson*  
\_\_\_\_\_  
Notary Public

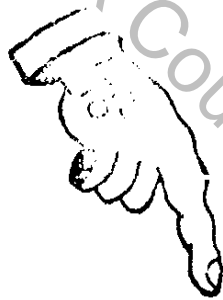
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RICHARD A. WOLFE  
WOLFE AND POLOVIN  
180 N. LASALLE #2420  
CHICAGO, ILLINOIS 60601