DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASERS UNDER INSTALLMENT AGREEMENT (ARTICLES OF AGREEMENT FOR DEED)

Whereas, on the 30th day of September, 1994, MELVIN J. LINK, through his attorney, Bonnie Spaccarelli Hannon, as Seller under an Installment Sale Contract (Installment Agreement for Warranty Deed) dated the 21st day of December, 1991, concerning the herein legally described property with LEONARD C. LINK and MARY D. LINK, as Purchasers, personally 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 personally by Bonnie Spaccarelli Hennon, Seller's attorney, at approximately 10:30 a.m. on September 30, 1994, in the presence of Sellers' attorney.

Whereas, said Notice stated that Parchasers were in default under the provisions of the Contract as follows:

Fallure to make \$750.00 monthly payments the on the first of each month from April 1, 1994, through September, 1994, in the amount of \$4,500.00 and two additional payments through the present date, increasing the total amount of arrearage new to \$6,000.00, and

Failure to pay all accrued unpaid real estate taxes, homeowners insurance and interest accruing thereon in the amount of \$18,759.57; and

Failure to present a signed Quit Claim Deed to the Seller thereby evidencing surrender of possession of the premises and forfeiture of any and all alleged rights under said Contract; and

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DECLARATION OF FORFEITURE

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Whereas, LEONARD C. LINK AND MARY D. LINK, the Purchasers under said Contract have failed to cure the defaults set forth in said Notice and more than thirty (30) days have elapsed from the date of service and LEONARD C. LINK and MARY D. LINK have otherwise refused to cure the defaults set forth in said notice and, in fact, had purchased enother residence in May of 1994 after abandoning the subject property.

And Wherebs LEONARD C. LINK AND MARY D. LINK, the Purchasers under said Contract, in addition to having failed to cure the defaults set forth in said Notice after more than thirty (30) days have elapsed from the date of service and without making an offer to cure said defaults, have since filed an additional complaint for specific performance and recorded a Lis Pendons (see Case No. 94 M3 1640) and otherwise interfered with this business relationships of the Seller and further attempted to cloud or cause slander on the title of the said premises.

NOW, THEREFORE, MELVIN J. LINK, as Seller upler that certain
Installment Agreement (Articles of Agreement for Warranty Deed) dated
the 21st day of December, 1991, with DEONARD C. LINK and MARY D. LINK,
Purchasers, concerning the following described property:

LOT 10 IN BLOCK 5 IN HARPER'S LANDING UNIT 3, BEING A SUBDIVISION OF PART OF SECTION 12 AND PARTS OF VACATED STREETS, VACATED ACCORDING TO DOCUMENT NUMBER 22650177 AND RESUBDIVISION OF PARTS OF BLOCKS 15, 18 AND 19 IN HOWIE IN THE HILLS UNIT 1, AND PARTS OF HOWIE IN THE HILLS UNIT 3, BOTH BEING SUBDIVISIONS IN SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

P.I.N. 02-19-319-010

Commonly known as: 1490 Port Arthur Court, Hoffman Estates
Illinois 60194

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DECLARATION OF FORFEITURE

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HEREBY DECLARES that all of the rights of the said LEONARD C.

LINK and MARY D. LINK as Purchasers, under said Installment Agreement
(Articles of Agreement for Warranty Doed) are hereby forfeited and
extinguished, and that all payments made by LEONARD C. LINK and MARY

D. LINK as Purchasers, under said Installment Agreement will be
retained by Seller pursuant to his rights under said Installment
Agreement (Articles of Agreement for Deed) and that all of the rights
of LEONARD C. LINK and MARY D. LINK as Purchasers, thereunder, are
hereby forfeited.

IN WITNESS WHEREOF, MELVIN J. LINK, has set his hand and seal at Barrington, Illinois, this 1% day of November, 1994.

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MELVIN J. IINX personally known to me 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 18th day of

Rotary Public

OFFICIAL SKAIP
Boverly E. Wedin
Notary Public, State of Minota
Ny Commission Expires 12-9-05

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DECLARATION OF FORFEITURE

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APPIDAVIT OF SERVICE

I, BONNIE SPACCARELLI HANNON, being duly sworn on oath deposes and says that on the de of November, 1994, served copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR DEED, upon Loonard C. Link and Mary D. Lank, by sending a copy thereof to the lest known address of the said Leonard C. Link and Mary D. Link, by cortified mail with request for return receipt from the addresses.

LONDIE BPACCARELLI HANHON

22341

Subscribed and Sworn to before me this fall day of North !

Kurly Kilder

COPPLICIAL BEALT Beresty K. Woold Notary Public, State of Illinois My Commission Repires 12-9-03

MAIL TO: LAW OFFICES OF HANNEN, P.C. BONDE SPACELLI HANNEN, P.C. 182 E. DIWDER ROAD STR. 2002

BARRINGTON, 16. 60010

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

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