

UNOFFICIAL COPY

94355828

94355828

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

WHEREAS, on the 19th day of March, 1994, EULALIO DELATORRE, as Seller under Installment Contract dated the 30th day of November, 1992 concerning the herein legally described property with CARRIE MARTIN, as Purchaser, (hereinafter "Contract") served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT CONTRACT AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO ILL. REV. STAT., c. 110, 9-104.2, such Notice being served by EULALIO DELATORRE personally upon CARRIE MARTIN; and

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

SEE ATTACHED ADDENDUM-

DEPT-01 RECORDING \$25.50  
T47777 TRAN 9461 04/21/94 11:02:00  
46912 & DW \*-94-355828  
COOK COUNTY RECORDER

WHEREAS, CARRIE MARTIN, 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, EULALIO DELATORRE, as Seller under that certain Installment Contract dated the 30th of November, 1992 with CARRIE MARTIN, as Purchaser, concerning the following described property:

LOTS 14, 15, AND 16 IN BLOCK TWENTY-THREE (23) IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET & CHICAGO CANAL & DOCK CO. OF THE EAST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  AND PARTS OF THE EAST FRACTIONAL  $\frac{1}{2}$  OF FRACTIONAL SECTION 6 NORTH OF INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIANA BOUNDARY LINE, LYING NORTH OF MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HEREBY DECLARES that all of the rights of the said CARRIE MARTIN, as Purchaser, under said Installment Contract are hereby forfeited and extinguished, and that all payments made by CARRIE MARTIN, as Purchaser under said Installment Contract will be retained by Seller pursuant to her under said Installment Contract and that all of the rights of CARRIE MARTIN, as Purchaser thereunder, are hereby forfeited.

IN WITNESS WHEREOF, EULALIO DELATORRE has set his hand and seal at Chicago, Illinois this 20th day of April, 1994.

ADDRESS: 8832-36 S. COMMERCIAL AVE.

CHICAGO, IL 60617

PIN:

26-06-209-033 L14

26-06-209-034 L15,16

*Eulalia de la Torre*

OK NK 94355828

25-50

94355828

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for Cook County, State of Illinois, DO HEREBY CERTIFY THAT EULALIO DELATORRE 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 same instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of April, 1994.

John P. Masterly  
Notary Public

EULALIO DELATORRE, being first duly sworn on oath deposes and says that on the 20th day of April, 1994, I served a copy of the DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT upon CARRIE MARTIN by sending a copy thereof to the last known address of the said CARRIE MARTIN by certified mail with request for return receipt from the addressee.

Eulalio de la Torre

Subscribed and sworn to  
before me this 20th day  
of April, 1994.

John P. Masterly  
Notary Public

94355828



John P. Masterly  
2301 S. Western Ave.  
Chicago, IL 60608

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94355828

# UNOFFICIAL COPY

## ADDENDUM

16. Default. In the event purchasers fail to make the payments or fail to perform the conditions and agreements provided in this agreement at the times when due, sellers shall give written notice to purchasers either by certified mail, return receipt requested, at the address of the property described in this agreement, or by personal delivery of the notice to purchasers of the nature of the default. Purchasers shall have 15 days thereafter within which to correct such default. In the event such notice is given, and the default is not corrected within 15 days from the date of the notice, then sellers, at their option, shall have, in addition to all other remedies provided by law, the right to accelerate and declare due and payable all of the remaining balances of principal and interest under this agreement. In the event that such payments are accelerated by sellers, purchasers shall have 30 days thereafter within which to pay the balance of the purchase price, together with any accrued interest. In the event that acceleration is declared by sellers and purchasers fail, within the time provided, to make the payment, or in the event no acceleration is declared by sellers and sellers elect to terminate this agreement if purchasers fail to pay the balance of the purchase price, together with any interest accrued, within a period of 15 days, all payments made by purchasers shall be considered damages for breach of this agreement and compensation for the use and occupation of the premises, and the same shall be retained by sellers. It is understood and agreed that under the circumstances damages would be impractical and extremely difficult to fix.

94355828

UNOFFICIAL COPY

Property of Cook County Clerk's Office