

# UNOFFICIAL COPY

## DECLARATION OF FORFEITURE

95810896

TO: Mr. Mark Reynolds  
General Partner  
SSLR Chase Limited Partnership  
1412 W. Chase  
Chicago, IL

DEPT-01 RECORDING 433.50  
T40014 TRAN 9254 11/22/95 14107100  
40226 & JW \*-95-810896  
COOK COUNTY RECORDER

4128821 MS C 17 1288214

WHEREAS, on or before June 22, 1990, Thomas J. Mullen as attorney for Manjeet S. Chawla and Padam P. Paudal, as Sellers, under a certain Installment Agreement for Warranty Deed dated October 30, 1989 concerning the herein legally described property; with MARK REYNOLDS, General Partner of SSLR Limited Chase Partnership, as Purchaser, (hereinafter referred to as "Contract") served a copy of the attached NOTICE OF DEFAULT pursuant to Illinois Revised Statutes Chapter 110 9-104.1, such notice being served on the party named above by certified mail, and

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

- A. Purchaser has failed to make payments due under Article 3C for the months of May and June, 1990. Said payments if now paid must include a 5% late fee.

Box

116

WHEREAS, MARK REYNOLDS General Partner of SSLR Chase Limited Partnership, the Purchaser under said Contract, has failed to cure the default set forth in said Notice and more than thirty (30) days have elapsed from the date of service.

NOW, therefore, THOMAS J. MULLEN, attorney for MANJEET S. CHAWLA and PADAM P. PAUDEL, as Sellers under that certain Installment Agreement for Warranty Deed dated the 30th day of

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5-0104-010

October, 1989, with MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as Purchaser concerning the following described property:

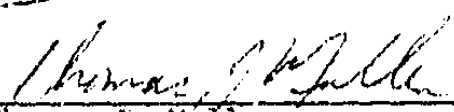
The East 50 feet of 8 in Block 14 in Birchwood Beach Subdivision in Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1412 W. Chase  
Chicago, IL

PIN: 11-29-317-017

HEREBY DECLARE that all of the rights of the said MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as Purchaser under said Installment Agreement for Warranty Deed, are hereby forfeited and extinguished and that all payments made by MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as Purchaser under said Installment Agreement for Warranty Deed will be retained by Sellers pursuant to their rights under said Installment Agreement for Warranty Deed, and that all rights of MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as Purchaser thereunder are hereby forfeited.

In Witness Whereof, Thomas J. Mullen, attorney for MANJEET S. CHAWLA and PADAM P. PAUDEL, has set his hand and seal at Wheaton, Illinois this 17 day of August, 1990.

  
\_\_\_\_\_  
Thomas J. Mullen

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NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL  
RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED  
AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER  
SUIT PURSUANT TO ILL. REV. STAT., c.110, 9-104.1

To: Mr. Mark Reynolds  
General Partner  
SSLR Chase Limited Partnership  
1412 W. Chase  
Chicago, IL 60640

YOU ARE HEREBY NOTIFIED THAT:

WHEREAS, on the 30th day of October, 1989, Mark Reynolds, General Partner, SSLR Chase Limited Partnership, (hereinafter "Purchaser") did enter into a certain Installment Agreement for Warranty Deed (hereinafter "Contract") with Manjeet S. Chawla and Padam P. Paudel (hereinafter "Sellers") which was not recorded, concerning the following legally described real estate:

The East 50 feet of Lot 8 in Block 14 in Birchwood Beach Subdivision in Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-29-317-017

Commonly known as: 1412 W. Chase  
Chicago, IL

WHEREAS, Purchaser in the Contract agreed to pay the sum of \$655,000.00 for the property, \$60,000.00 down and the balance paid in monthly installments of \$3,635.00 commencing December 1, 1989 and until October 30, 1990 at which time the entire balance is due, and that Purchaser may, for additional consideration, extend the Contract one additional year to October 30, 1991, during which time the monthly payment increases to an amount of 10.5 percent interest on the then unpaid principal balance payable over 30 years with the entire balance being due October 30th, 1991; and

WHEREAS, the Contract provides Purchaser to pay a late charge of 5% of the installment if any payment is not received by the tenth day of the month; and

WHEREAS, the Contract provides that the Purchaser shall be responsible for all reasonable attorney's fees incurred by Seller in enforcing the terms of this agreement; and

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Installation Agreement for Warranty Deed dated the 30th day of  
CHAWLA and PADAM P. PAUDEL, as Sellers under that certain  
NOW, therefore, THOMAS J. MULLEN, attorney for MANJEET S.

thirty (30) days have elapsed from the date of services.  
failed to cure the default set forth in said Notice and more than  
limited Partnership, the Purchaser under said contract, has  
WHEREAS, MARK REYNOLDS General Partner of SSLR Chase

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Box

A. Purchaser has failed to make payments due under Article  
3C for the months of May and June, 1989. Said payments  
if now paid must include a 5% late fee.

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

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and  
notice being served on the party named above by certified mail,  
pursuant to Illinois Revised Statutes Chapter 110 9-104.1, such  
"contract") served a copy of the attached NOTICE OF DEFAULT  
Chase Partnership, as Purchaser, (hereinafter referred to as  
property; with MARK REYNOLDS, General Partner of SSLR Limited  
October 30, 1989 concerning the herein legally described  
under a certain Installation Agreement for Warranty Deed dated  
attorney for Manjeet S. Chawla and Padam P. Paudel, as Sellers,  
WHEREAS, on or before June 22, 1990, Thomas J. Mullen as

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TO: Mr. Mark Reynolds  
General Partner  
SSLR Chase Limited Partnership  
1412 W. Chase  
Chicago, IL

DECLARATION OF FOREFEITURE

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DEPT-01 RECORDING 833.50  
140014 TRAN 9254 11/22/95 14102100  
40226 # JM \*-95-810896  
COOK COUNTY RECORDER

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RECORDED

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Thomas J. Mullen

*Thomas J. Mullen*

In witness whereof, Thomas J. Mullen, attorney for MANJERT S. CHAWLA and PADAM P. PAUDEL, has set his hand and seal at Wheaton, Illinois this 11 day of August, 1990.

HEREBY DECLARE that all of the rights of the said MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as purchaser under said installment agreement for Warranty Deed, are hereby forfeited and extinguished and that all payments made by MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as purchaser under said installment agreement for Warranty Deed will be retained by Sellers pursuant to their rights under said installment agreement for Warranty Deed, and that all rights of MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as purchaser thereunder are hereby forfeited.

PIN: 11-29-317-017

Commonly known as: 1412 W. Chabe Chicago, IL

The East 50 feet of 8 in Block 14 in Birchwood Beach subdivision in Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

October, 1989, with MARK REYNOLDS, General Partner of SSLR Chase Limited Partnership, as purchaser concerning the following described property:

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OFFICIAL SEAL  
LINDA A. BRADLEY  
Notary Public, State of Illinois  
My Commission Expires 6/24/94

*[Signature]*  
Notary Public

Subscribed and sworn to before me  
this 17 day of August, 1990.

Thomas J. Mullen

THOMAS J. MULLEN, being duly sworn on oath deposes and states that on the 17 day of August, 1990, he served a copy of the Declaration of Forfeiture upon MARK REYNOLDS, General Partner, SSR Chase Limited Partnership, by delivery of same by certified mail with request for return receipt from the addressee, postage prepaid, mailed at Wheaton, Illinois.

OFFICIAL SEAL  
LINDA A. BRADLEY  
Notary Public, State of Illinois  
My Commission Expires 6/24/94

AFFIDAVIT OF SERVICE

Given under my hand and seal this 17 day of August, 1990.

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT THOMAS J. MULLEN, 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 acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )  
SS )

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WHEREAS, the contract provides that the purchaser shall be responsible for all reasonable attorney's fees incurred by seller in enforcing the terms of this agreement; and

WHEREAS, the contract provides purchaser to pay a late charge of 5% of the installment if any payment is not received by the tenth day of the month; and

WHEREAS, purchaser in the contract agreed to pay the sum of \$655,000.00 for the property, \$60,000.00 down and the balance paid in monthly installments of \$3,635.00 commencing December 1, 1989 and until October 30, 1990 at which time the entire balance is due, and that purchaser may, for additional consideration, extend the contract one additional year to October 30, 1991, during which time the monthly payment increases to an amount of 10.5 percent interest on the then unpaid principal balance payable over 30 years with the entire balance being due October 30th, 1991; and

Commonly known as: 1412 W. Chase  
Chicago, IL

PIN: 11-29-317-017

The East 50 feet of Lot 8 in Block 14 in Birchwood Beach subdivision in Section 29, Township 41 North, Range 17, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, on the 30th day of October, 1989, Mark Reynolds, General Partner SSLR Chase Limited Partnership, (hereinafter "purchaser") did enter into a certain installment agreement for Warranty Deed (hereinafter "contract") with Manjeet S. Chawla and Padam P. Radder (hereinafter "sellers") which was not recorded, concerning the following legally described real estate:

YOU ARE HEREBY NOTIFIED THAT:

Mr. Mark Reynolds  
General Partner  
SSLR Chase Limited Partnership  
1412 W. Chase  
Chicago, IL 60640

To:

NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO ILL. REV. STAT., c.110, 9-104.1

CERTIFIED MAIL  
ARTICLE NO. P 459 2 1

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4. Pursuant to paragraph 18D of the agreement the contract will not be forfeited if within 60 days after the date of this notice purchaser tenders the entire balance of the purchase price together with all accrued interest and all charges due including court costs and/or attorney's fees.

3. Demand is hereby made of you for possession of the property.

2. That it is the intention of the Seller 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 28th day of January, 1991.

1. Unless all defaults under the contract are cured on or before the 28th day of January, 1991, that it is the intention of the Seller to declare all your rights under the contract to be forfeited, and all payments made by you will be retained by Seller.

NOW, THEREFORE, you are hereby notified:

WHEREAS, pursuant to the provisions of ILL. REV. STAT., c. 110, section 9-104.1 and pursuant to paragraph 18 of the installment Agreement for Deed, demand is hereby made upon you for possession if you fail to cure the defaults herein set forth by the time herein set forth.

WHEREAS, the Seller has incurred late charges for the months of May 1, 1990 through December 1, 1990 in the amount of \$181.75 per month; and

WHEREAS, Seller has incurred attorney's fees for the Notice and other costs that were required due to Purchaser's defaults; and these fees to date are \$1,295.00; and

WHEREAS, Seller has failed to pay to Seller the contract payments under said contract from November 1, 1990 through December 1, 1990, and there is now due and owing the Seller the sum of \$9,778.00 for the period of November 1, 1990 through December 31, 1990; and

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; and

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*[Handwritten signature]*

Notary Public  
Subscribed and sworn to before me this 1st day of December, 1990.

deposes and states that on the 1st day of December, 1990, being duly sworn on oath, *[Signature]* served a copy of this NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO ILL. REV. STAT., c. 10, § 104.1 upon Mark Reynolds, General Partner SSLR Chase Limited Partnership, by depositing the same in the U.S. Mail at Wheaton, Illinois, certified, return receipt requested, with postage prepaid.

AFFIDAVIT OF SERVICE

OFFICIAL SEAL  
LINDA S. BRADLEY  
Notary Public, State of Illinois  
My commission Expires 6/21/98

Notary Public  
Subscribed and sworn to before me this 1st day of December, 1990.

*[Handwritten signature]*  
Thomas J. Mullen

IN WITNESS WHEREOF, Thomas J. Mullen, Attorney at Law, 400 W. Roosevelt Road, Ste. 2B, Wheaton, IL 60187, as agent and attorney for seller, has hereunto set his hand and seal this 1st day of December, 1990.

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P 459 272 341

### RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, June 1985	Send to	Mark Reynolds
	Street and No.	SSLR Chase Ltd. Btr.
	City, State and ZIP Code	1412 W. Chase
	Chicago, IL 60640	
	Package	3
	Certified Fee	
	Special Delivery Fee	
	Restricted Delivery Fee	
	Return Receipt showing to whom and Date Delivered	
	Receipt showing to whom Date and Address of Delivery	
TOTAL Payment and Fees	5	
Postmark or Date	00	

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