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95386278

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

TO: MICHAEL J. WYKA
9413 Massasoit
Oak Lawn, Illinois

Whereas, on the 2nd day of May, 1995, THOMAS BOYD as beneficiary of Standard Bank and Trust Company, as Trustee, under Trust Agreement dated December 15, 1986, and known as Trust Number 10785 as Seller under Articles of Agreement for Warranty Deed dated March 5, 1992, concerning the herein described property with MICHAEL WYKA, 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 FORCIBLE DETAINER SUIT PURSUANT TO 735 ILCS 5/9-104.1, such notice being served by personal service upon MICHAEL WYKA; and

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

Whereas, Purchaser agreed to pay the taxes when due on the premises. The Purchaser has failed to pay the 1993 second installment taxes due in 1994 and to pay the first installment of the 1994 taxes due in 1995 therefore the amount of \$3,859.58 plus penalty and interest is due for the second installment of the 1993 taxes in the amount of \$3,796.21 plus penalty and interest for the first installment of the 1994 taxes are now due and owing.

Additionally, the contract provides in part that time is of the essence, and that in the event of the Purchaser's default in any payment of principal and/or interest when due, or the Purchaser should fail to perform any of the other covenants of the contract, that contract shall at the option of the Seller be forfeited and determined in any and all payments heretofore made by Purchaser shall be retained by Seller.

Whereas, Purchaser agreed to pay to Seller at the termination of the thirty-six (36) month period the remaining balance if any will then be due and owing to the Seller. Said payment was to be made on or before March 20, 1995. Purchaser has failed to pay said amount on or before March 20, 1995.

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2003/03/20
3/20/95

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COOK COUNTY
RECORDER
JESSE WHITE
MARKHAM OFFICE

0001		
RECORDIN	N	33.00
POSTAGES	N	0.50
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PENALTY	N	30.00
SUBTOTAL		63.50
CHECK		63.50

06/07/95

3 PURC CTR
0001 MCH 9:50

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Whereas, MICHAEL WYKA 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, THOMAS BOYD as beneficiary of Standard Bank and Trust Company, as Trustee, under Trust Agreement dated December 15, 1986, and known as Trust Number 10785 as Seller under that certain Articles of Agreement for Warranty Deed dated the 5th day of March, 1992, with MICHAEL WYKA as Purchaser, concerning the following described property:

LOT 14 IN BLOCK 5 IN WILLIAM E. HARMON'S BEVERLY HILLS ADDITION BEING A SUBDIVISION OF BLOCK 1 TO 6 (EXCEPT LOTS 5 AND 6 IN BLOCK 2) IN TRACY HEIGHTS A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

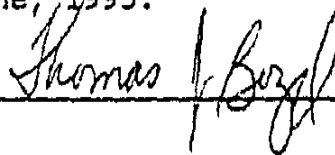
P.I.N. 25-07-316-014-0000

Commonly known as: 10141-10143 S. Western, Chicago, Illinois
60643

(hereinafter "Property"); and

Hereby Declares that all of the rights of said MICHAEL WYKA as Purchaser, under said Articles of Agreement for Warranty Deed are hereby forfeited and extinguished, and that all payments made by MICHAEL WYKA, as Purchaser under said Articles of Agreement for Warranty Deed will be retained by Seller pursuant to their rights under said Articles of Agreement for Warranty Deed and that all of the rights of MICHAEL WYKA, as Purchaser thereunder, are hereby forfeited.

In Witness Whereof, THOMAS BOYD as beneficiary of Standard Bank and Trust Company, as Trustee, under Trust Agreement dated December 15, 1986, and known as Trust Number 10785 as Seller under Articles of Agreement for Warranty Deed dated March 5, 1992, has set his hand and seal at Chicago, Illinois, this 6th day of June, 1995.



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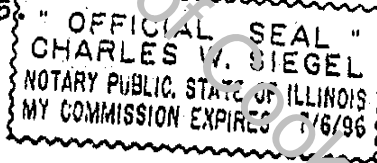
THOMAS BOYD

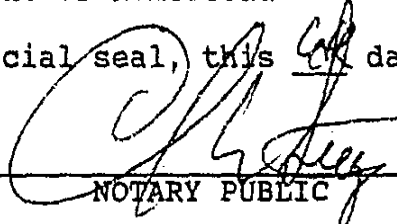
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

95386278

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS BOYD 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.

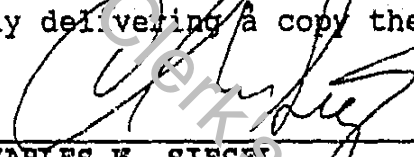
Given under my hand and official seal, this 6th day of June, 1995.






NOTARY PUBLIC

I, CHARLES W. SIEGEL, being duly sworn on oath deposes and says that on the 6th of June, 1995, I served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO 735 ILCS 5/9-104.1 by personally delivering a copy thereof to MICHAEL WYKA.



CHARLES W. SIEGEL

Sworn and Subscribed before me this 6th day of June, 1995.



Notary Public
GOLDEN P. DEUTSCH
Notary Public, State of Illinois
My Commission Expires 4-11-98

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My Commission Expires
COLLEEN P. DEBROSCH
Cook County Clerk
OFFICIAL SEAL

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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
735 ILCS 5/9-104.1

TO: Michael J. Wyka
9413 Massasoit
Oak Lawn, Illinois

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You are hereby notified that:

Whereas, on the 5th day of March, 1992, Michael Wyka (hereinafter "Purchaser") did enter into a certain contract for Warranty Deed (hereinafter "Contract") with Standard Bank and Trust Company, as Trustee, under Trust Agreement dated December 15, 1986, and known as Trust Number 10785 with a Memorandum of Contract was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, concerning the following legal described real estate:

LOT 14 IN BLOCK 5 IN WILLIAM E. HARMON'S BEVERLY HILLS ADDITION BEING A SUBDIVISION OF BLOCK 1 TO 6 (EXCEPT LOTS 5 AND 6 IN BLOCK 2) IN TRACY HEIGHTS A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-316-014-0000

Commonly known as: 10141-10143 S. Western, Chicago, Illinois
60643

(hereinafter "Property"); and

Whereas, Purchaser in the Contract agreed to pay the sum of \$150,000.00 for said Property. That, said amount of \$150,000.00 was to be paid pursuant to the terms of the Agreement attached hereto; 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 heretofore made by Purchaser shall be retained by Seller;

Whereas, Purchaser agreed to pay the taxes when due on

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the premises. The Purchaser has failed to pay the 1993 second installment taxes due in 1994 and to pay the first installment of the 1994 taxes due in 1995 therefore the amount of \$3,859.58 plus penalty and interest is due for the second installment of the 1993 taxes in the amount of \$3,796.21 plus penalty and interest for the first installment of the 1994 taxes are now due and owing.

Additionally, the contract provides in part that time is of the essence, and that in the event of the Purchaser's default in any payment of principal and/or interest when due, or the Purchaser should fail to perform any of the other covenants of the contract, that contract shall at the option of the Seller be forfeited and determined in any and all payments heretofore made by Purchaser shall be retained by Seller.

Whereas, Purchaser agreed to pay to Seller at the termination of the thirty-six (36) month period the remaining balance if any will then be due and owing to the Seller. Said payment was to be made on or before March 20, 1995. Purchaser has failed to pay said amount on or before March 20, 1995.

Whereas, pursuant to the provisions of the 735 ILCS 5/9-104.1, demand for possession is hereby made upon you for possession if you fail to cure the defaults herein set forth by the time herein set forth.

Now, Therefore, Purchaser, you are hereby notified:

1. Unless all defaults are cured by the 1st day of June, 1995, 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.

2. That it is the intention of 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 1st day of June, 1995.

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

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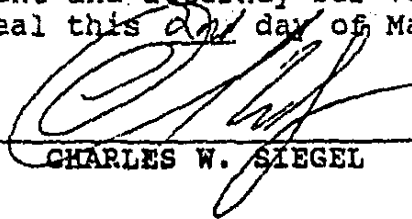
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In Witness Whereof, Charles W. Siegel, 16327 S. Pulaski, Markham, Illinois 60426, as agent and attorney for Vendor, has hereunto set his hand and seal this 2nd day of May, 1995.



CHARLES W. SIEGEL

Subscribed and sworn to before me this 2 day of May, 1995.


NOTARY PUBLIC

"OFFICIAL SEAL"
KATHLEEN MOLLER
Notary Public, State of Illinois
My Commission Expires 1-9-99

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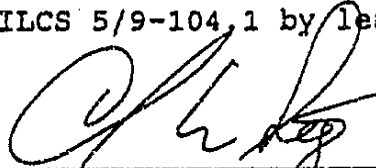
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AFFIDAVIT OF SERVICE

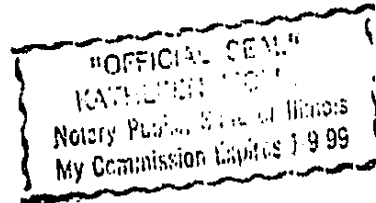
I, CHARLES W. SIEGEL, attorney for Thomas Boyd, being duly sworn on oath deposes and says that on the 2nd day of May, 1995, he served a copy of NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT PURSUANT TO 735 ILCS 5/9-104, 1 by leaving a copy in the doorway.



CHARLES W. SIEGEL

Subscribed and sworn to before me
this 2 day of May, 1995.

Kathleen Miller
NOTARY PUBLIC



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