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15448 4 KE # - 96-693401
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

DECLARATION OF FORFEITURE

96693401

HARRIS + HARRIS
100 S. WABLER DR
SUITE 225
CHICAGO IL 60601
ATTN: PANNY LAND



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Declaration of Forfeiture

Whereas, on the 18th day of July 1996, Bankers Trust Company of California N.A., not in its individual capacity, but solely as trustee, on behalf of vendee mortgage trust 1993-1, as Seller under Articles of Agreement for Warranty Deed dated the 23rd day of October, 1992 concerning the herein legally described property with David Nute, 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 ILL. REV. STAT., c. 110, PARAGRAPH 9-104.1, such Notice being served by posting on the main door of the property, no one being in possession thereof; and

Whereas, Purchaser ceased making payments on the 1st day of January, 1996 and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$2701.86 for the period from January 1, 1996 to July 1, 1996; and

Now, Therefore, Bankers Trust Company of California N.A., not in its individual capacity, but solely as trustee, on behalf of vendee mortgage trust 1993-1, as Seller under that certain Articles of Agreement for Warranty Deed dated the 23rd day of October, 1992 with David Nute, as Purchaser, concerning the following described property:

LOT 71 IN HOGENSON'S THIRD ADDITION, BEING A SUBDIVISION OF THE WEST ¼ OF THE EAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND THE EAST 175 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 16 - 04 - 305 020

In Witness Whereof, Bankers Trust Company of California N.A., not in its individual capacity, but solely as trustee, on behalf of vendee mortgage trust 1993-1 have set their hands and seals at Chicago, Illinois this 26 day of June, 1996.

James O. May

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STATE OF ILLINOIS

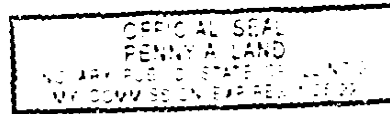
SS.

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Curry 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 a 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 11 day of March, 1996.

NOTARY PUBLIC



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AFFIDAVIT OF SERVICE

JEFFREY F. MILLS being duly sworn on oath deposes and says that on the 5th day of September, 1996, he served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER ARTICLES OF AGREEMENT FOR WARRANTY DEED PURSUANT TO Ill. Rev. Stat., c. 110, Paragraph 9-104.2, upon the main door of the property, no one being in possession thereof.

Subscribed and sworn to before me
this 10 day of April, 1960.

NOTARY PUBLIC

100-443887-100

This _____ day of _____, 19____

NOTARY PUBLIC

[REDACTED]

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WARNING NOTICE/DEMAND FOR POSSESSION

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 ILL.REV.STAT., c. 110, PARAGRAPH 9-104.1

To: 1) DAVID NUTE
2) OTHER UNKNOWN OCCUPANTS

You are hereby notified that:

Whereas, on the 23rd day of October, 1992, David Nute (hereinafter "Purchaser") did enter into a certain Installment Agreement for Deed (hereinafter "Contract") with Bankers Trust Company of California, N.A., not in its individual capacity, but solely as trustee on behalf of vendee mortgage trust 1993-1 (hereinafter "Seller"), which Contract was recorded, concerning the following legally described real estate:

LEGAL DESCRIPTION

LOT 71 IN HOGENSON'S THIRD ADDITION, BEING A SUBDIVISION OF THE WEST 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 175 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (hereinafter "Property"), commonly known as 1154 North Lockwood, Chicago, IL 60651; and

PIN # 16-04-305-020

Whereas, Purchaser in the Contract agreed to pay the sum of \$38,300.00 for the Property in monthly installments of \$385.98 until paid; and, the whole of the existing balance by November 1, 2022.

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;

Whereas, Purchaser ceased making payments on the 1 day of January, 1996 and has failed to pay any installments due thereafter, and there is now due and owing Seller the sum of \$2701.86 for the period from January 1, 1996 to July 1, 1996; and

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Whereas, pursuant to the provisions of Ill.Rev.Stat., c. 110, Paragraph 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:

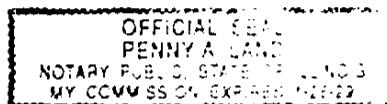
- 1) Unless all defaults under the Contract are cured on or before the 26th day of August, 1996, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.
- 2) That it is the intention of Seller to institute 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 26th day of August 1996.
- 5) Demand is hereby made of you for possession of the Property.

In Witness Whereof, Laura Carey of the firm of Harris & Harris, Ltd., 100 S. Wacker Dr., Ste. 225, Chicago, Illinois, as agent and attorney for Bankers Trust Company of California, N.A., not in its individual capacity, but on behalf of vendee mortgage trust 1993-1, has hereunto set his hand and seal this 15 day of July, 1996.

Laura Carey

Subscribed and Sworn to before me
this 10th day of April, 1996

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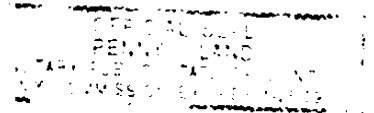
AFFIDAVIT OF SERVICE

JEFFREY F. MILLIS being duly sworn on oath deposes and says that on the 18th day of July, 1996, I 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 Ill.Rev.Stat., c.110, Paragraph 9-104.1, by putting a copy thereof on the main door of the Property, the defendant not being in actual possession thereof.

Jeffrey F. Millis

Subscribed and sworn to before me
this 18th day of July, 1996.

[Signature]
NOTARY PUBLIC



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