

# UNOFFICIAL COPY

. DEPT-01 RECORDING #39.1  
. T#0004 TRAN 4279 02/18/97 11:37:00  
. #1623 # LF \*-97-10908  
. COOK COUNTY RECORDER

97109085

94-0551

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

On DECEMBER 23, 1991, the Administrator of Veterans Affairs as Seller, and MARCIA SEWELL as Purchaser (hereinafter "Purchaser"), entered into an Installment Contract for Sale of Real Estate (hereinafter "Contract"), concerning the real estate legally described as follows:

LOTS 28 AND 29 IN BLOCK 81 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 41 OF PLATS, PAGE 17, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 115 EAST 155TH STREET, HARVEY, ILLINOIS 60426.

PERMANENT INDEX NUMBER 29-17-122-026, VOL. 203

The Contract was subsequently assigned to the VENDEE MORTGAGE TRUST 1992-1 (hereinafter "Seller"). BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION is the sole Trustee of Seller.

Purchasers defaulted under the terms of the Contract by failing to make payments for the months of APRIL 1, 1994 and each month thereafter.

Seller served a copy of the attached NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT (hereinafter "Notice"), upon the Purchasers pursuant to Illinois Revised Statutes, Chapter 110, Section 9-101 et. seq., by personal delivery.

Purchasers have failed to cure the Default set forth in the Notice and more than 30 days have elapsed from the date of service of the Notice.

Box 254

3900  
2/18/97

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NOW THEREFORE, the Seller hereby declares that all rights of Purchasers under the Contract, and anyone claiming through them, are hereby forfeited and extinguished, and that all payments made by the Purchasers under the Contract will be retained by Seller pursuant to its rights under the Contract.

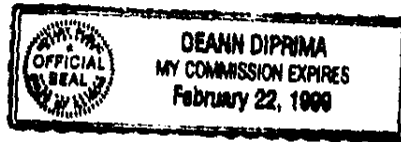
IN WITNESS WHEREOF, the NATIONAL MORTGAGE COMPANY, by its attorney Rosemary Kopriva of SHAPIRO & KREISMAN, has executed this document this 6th day of January, 1997.

Rosemary Kopriva  
Rosemary Kopriva

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

Subscribed and Sworn  
before me this 6th  
day of January, 1997.

Deann Diprma  
Notary Public



Property of Cook County Clerk's Office

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Property of Cook County

Is your RETURN ADDRESS completed on the reverse side?

### SENDER:

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the zip number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

### 3. Article Addressed to:

Marcia Sewell  
115 E. 155th Street  
Harvey, IL 60426 (2)

### 4a. Article Number

P 01/2 478 190

### 4b. Services

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

### 7. Date of Delivery

1007

### 5. Received By: (Print Name)

### 6. Signature (Addressee or Agent)

Marcia Sewell

### 8. Addressee's Address (Only if requested and fee is paid)

Domestic Return Receipt

PS Form 3811, December 1994

Thank you for using Return Receipt Service.

9710000

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STATE OF ILLINOIS

JANUARY 26, 1997

COUNTY OF COOK

RE: MARCIA & CASSANDRA SEWELL 115 E. 185TH ST HARVEY, ILL.  
SOK 94-0539

### AFFIDAVIT

I, JEFF WILKINS, HAVE SERVED OR POSTED THE FOLLOWING DOCUMENTS:

NOTIFICATION OF RECEIPT AND EXTINGUISHMENT OF ALL RIGHTS OF REDEMPTION UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

IN PERSONALLY SERVING CASSANDRA SEWELL ON 1/20/97 AT THE HOME OF CASSANDRA SEWELL 115 E. 185TH ST HARVEY, ILL. I ALSO SERVED BROWN EYES GARAGE IN A COPY OF THE LEGAL NOTICE AND COPIES FOR MARCIA SEWELL WHO NO LONGER RESIDES AT THE LOCATION OF 115 E. 180TH ST HARVEY, ILL.

*Jeff Wilkins*  
JEFF WILKINS

STATE OF ILLINOIS

COUNTY OF COOK

SUBSCRIBED AND SWORN

BEFORE ME THIS

DAY OF

1997

*12-19-97*  
*[Signature]*

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**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

NOTICE OF INTENTION TO DECLARE FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT

TO: MARCIA SEWELL - 115 EAST 155TH STREET, HARVEY, ILLINOIS 60426  
CASSANDRA SEWELL - 115 EAST 155TH STREET, HARVEY, IL 60426

On DECEMBER 23, 1991, the Administrator of Veterans Affairs as Seller, and MARCIA SEWELL as Purchaser (hereinafter "Purchaser"), entered into an Installment Contract for Sale of Real Estate (hereinafter "Contract"), a copy of which is attached hereto as Exhibit A, concerning the real estate legally described as follows:

LOTS 28 AND 29 IN BLOCK 81 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 41 OF PLATS, PAGE 17, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 115 EAST 155TH STREET, HARVEY, ILLINOIS 60426.

PERMANENT INDEX NUMBER 29-17-122-026, VOL. 209

The Contract was subsequently assigned to the VENDEF MORTGAGE TRUST 1992-1 (hereinafter "Seller"). BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION is the sole Trustee of the Seller.

Purchasers agreed under the Contract to make monthly payments of principal and interest of \$417.52 plus escrow for taxes and insurance of \$227.36 for a total payment of \$644.88, on FEBRUARY 1, 1992, and on the 1st day of each month thereafter through and including JANUARY 1, 2022. Purchasers defaulted under the terms of the Contract by failing to make payments for the months of APRIL 1, 1994, and each month thereafter.

The Contract provides that time is of the essence of this Agreement and that if default be made and continue for a period of 30 days in

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the payment of any of the installments of principal, interest, or any other items therein stipulated, the Seller may, at its option, terminate by simple declaration of an election to do so, with or without notice, all of Purchasers' rights under this Contract, and all of Purchasers' right, title, and interest in the property.

Notice is hereby given as follows:

1. Default exists under the terms of the Contract in that payments have not been made for the months of APRIL 1, 1994 and thereafter.
2. The Seller has elected to declare the whole unpaid balance immediately due and payable.
3. The amount necessary to cure the default through NOVEMBER 30, 1996 is \$20,791.08, plus attorneys fees and costs. From NOVEMBER 30, 1996 THROUGH DECEMBER 31, 1996, the amount necessary to cure the default is \$21,461.76, plus attorneys fees and costs.
4. Unless the default is cured by tendering said amount to the undersigned on or before DECEMBER 31, 1996, it is the intention of the Seller to declare all of your rights under the Contract to be forfeited, and all payments made by you will be retained by the Seller as provided in the Contract.
5. Demand for possession is hereby made upon you for possession of the subject real estate on DECEMBER 31, 1996, if you fail to cure the above defaults.
6. If you fail to surrender possession, Seller intends to file an action under the Forcible Entry and Detainer Act to obtain possession.
7. NOTICE TO TENANTS - Notice is hereby given to you that if the contract purchaser - landlord does not restate as set forth above, Seller will seek possession of the property from you in an action under The Forcible Entry and Detainer Act. Demand for possession is hereby made.

NATIONAL MORTGAGE COMPANY

By: *L. Brennan Kopman*  
Its Attorneys

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

Subscribed and Sworn  
before me this *16th*  
day of *October*, 19*96*.

*Deann Dippina*  
Notary Public



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SHAPIRO & KREISMAN  
4201 Lake Cook Road  
Northbrook, IL 60062  
(847) 498-9990

Property of Cook County Clerk's Office

97103085



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STATE OF ILLINOIS )  
                          ) 1996  
COUNTY OF COOK   )

OCTOBER 29 1996

RE: CASANDRA BEVELL 34-0509 1156 156 TH ST.  
HARVEY ILL.

AFFIDAVIT

I, JEFF WILKINS, HAVE SERVED OR POSTED THE FOLLOWING DOCUMENTS:

NOTICE OF INTENTION TO DECLARE FORFEITURE AND  
SATISFACMENT OF ALL RIGHTS OF PURCHASER UNDER  
INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE AND NOTICE TO  
FILE FOR A SUI CREDIT SUIT.

BY PERSONALLY SERVING CASANDRA BEVELL ON 10-29-96 AT THE  
HOME OF 5145 P.M. 156 IS A FEMALE BLAC APPROX 43-46  
YEARS OF AGE 5'10" 120 LBS. BLACK HAIR AND BROWN EYES.

*Jeff Wilkins*  
\_\_\_\_\_  
JEFF WILKINS

STATE OF ILLINOIS )  
                          ) 96  
COUNTY OF COOK   )

SUBSCRIBED AND SWORN  
BEFORE ME THIS  
DAY OF 1029 1996

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY PUBLIC  
STATE OF ILLINOIS  
COMMISSION EXPIRES 5/1

97109085

