

NOTICE OF FORFEITURE


In relation to:

1747-1739 North Narragansett Avenue, Chicago, Illinois

PIN: 13-32-308-002-0000

LOT 12 AND LOT 13 (EXCEPT THE SOUTH 48.50 FEET THEREOF) IN BLOCK 32 IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The attached notices were served upon Steven Moore on February 2, 1998 and February 26, 1998 as designated. Steven Moore failed to cure the defaults and forfeited his interest as set forth in the notice dated February 26, 1998.



Donald N. Wilson

SUBSCRIBED AND SWORN TO
before me this 17th day of
July, 1998

Colleen M. Hardacre
NOTARY PUBLIC

.....
"OFFICIAL SEAL"
COLLEEN M. HARDACRE
Notary Public, State of Illinois
My Commission Expires 6/12/02
.....

1410014-11000-0

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LAW OFFICES
FUCHS & ROSELLI, LTD.
SUITE 800

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CHICAGO, ILLINOIS 60610-4685

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JASON R. BURBER
DONALD N. WILSON

WHEATON OFFICE
SUITE D
300 SOUTH COUNTY FARM ROAD
WHEATON, IL 60157
(630) 868-5050

OF COUNSEL
ROBERT F. FUCHS
PAUL HANSFIELD

February 26, 1998

Certified Mail - Return Receipt Requested

Steven Moore
1734 N. Rutherford
Chicago, Illinois 60635

Steven Moore
2107 S. 2nd Avenue
Maywood, Illinois 60153

Steven Moore
1737-39 N. Narraganzett
Chicago, Illinois 60639

Re: Articles of Agreement dated December 28, 1995

Dear Mr. Moore:

You were advised by a notice dated February 2, 1998, and which you received at at least one of your addresses on February 7, 1998, that you are in default under the Articles of Agreement dated December 28, 1995 for the purchase of the real estate commonly known as 1737-1739 N. Narraganzett, Chicago, Illinois. Pursuant to §15(A)(c), your interest in the real estate and under the agreement is forfeited and terminated. Pursuant to the Articles, the seller will retain all prior payments as liquidated damages in satisfaction of any claim that it may have against you. All rents from the tenants are to be turned over to the seller. The tenants will be notified to pay rent directly to the seller and will be notified that you no longer have an interest in the property. To the extent you have a personal property at the premises, please notify us immediately and we will make appropriate arrangements to have your property removed at a time that is convenient to you.

Very truly yours,

FUCHS & ROSELLI, LTD.



Donald N. Wilson

DNW:cmh

cc: Shawn Bolger, Esq.
Susan Ghelerter
Bonnie Barski

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JOHN T. ROSELLI
STEVEN M. RUFFALO
MARK H. SCHIFF
JASON R. BURGER
DONALD N. WILSON

February 2, 1998

Via Certified Mail
Return Receipt Requested

Steven Moore
1734 N. Rutherford
Chicago, Illinois 60635

Steven Moore
2107 S. 2nd Avenue
Maywood, IL 60153

Steven Moore
1737-39 N. Narragansett
Chicago, IL 60639

NOTICE OF DEFAULT

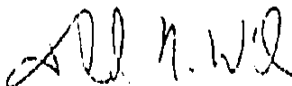
You are hereby notified that Steven Moore ("PURCHASER") is in default of his obligations pursuant to the Articles of Agreement of Deed dated December 28, 1995 ("ARTICLES"). PURCHASER has failed to make tax and insurance payments pursuant to the Articles and PURCHASER has further failed to pay the balance of the purchase price as required by paragraphs 2(c) and 2(d) of the ARTICLES. The final payment of the purchase price and all accrued but unpaid interest and other charges was due on December 31, 1997.

This Notice is not intended to, and does not waive any other default by the PURCHASER. The SELLER ("SELLER" as defined by the ARTICLES), expressly reserves any and all rights to proceed against purchaser for any and all defaults not expressly designated herein.

If the PURCHASER fails to cure all defaults within five (5) days of receipt of this notice, SELLER will exercise any one or more of the remedies allowed by the ARTICLES in addition to any and all other rights and remedies allowed by law or in equity. These remedies include the right to forfeit the PURCHASER'S interest and retain all sums paid as liquidated damages and, in the event PURCHASER fails to surrender possession, SELLER may maintain an action for possession under Forcible Entry and Detainer Act.

Very truly yours,

FUCHS & ROSELLI, LTD.



Donald N. Wilson

SG/rr

cc: Susan Ghelerter
Harold Born
3579 Oak Grove Road
Bryn Mawr, Illinois 61010

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