

SATISFACTION OF RELEASE
OF MECHANICS LIEN

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2001-06-27 11:31:40
Cook County Recorder 16.00

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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned,

Michael Hanrahan

does hereby acknowledge satisfaction or release of the claim for lien against

Richard M. Baker and Barbara D. Mayfield

for five thousand, six hundred, fifty (\$5,650.00)

Dollars, on the following described property, to-wit:

The west 30 feet of the east 62 feet of the east 1/2 of Lot 6 in Bartlett's subdivision of the south 2/2 of the north 1/2 of the southeast 1/4 of Section 21, Township 40 North, Range 13, east of the third principal meridian, in Cook County, Illinois.

which claim for lien was filed in the office of the recorder of deeds or the registrar of titles of Cook County, Illinois, as mechanics' lien document No. 99336392

Permanent Real Estate Index Number(s): 13-21-403-034-0000

Address(es) of property: 4930 West Cornelia, Chicago, IL

IN WITNESS WHEREOF, the undersigned has signed this instrument this 15TH day of June, 2001, 19 .

Michael B. Hanrahan

(NAME OF SOLE OWNERSHIP, FIRM OR CORPORATION)

ATTEST:

By Michael Hanrahan

Secretary

By _____

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.

Box 136

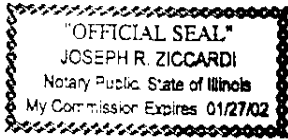
This instrument was prepared by Joseph R. Ziccardi, 140 S. Dearborn, Suite 410, Chicago, IL 60603
(Name and Address)

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, JOSEPH R. ZICCARDI, a notary public in and for the county in the state aforesaid, do hereby certify that MICHAEL B. HANRAHAN, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 15TH day of JUNE, 2007.



Joseph R. Ziccardi
NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that _____, _____ president of _____, a _____ corporation, and _____, _____ secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ president and _____ secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ secretary then and there acknowledged that _____ he _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as said _____ secretary, as _____ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 1st.

NOTARY PUBLIC

Property of Cook County Clerk's Office

Exhibit A
UNOFFICIAL COPY
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (referred to herein as the "Agreement") is made and entered into this 15TH day of ~~May~~ ^{JUNE}, 2001, by and between Barbara Baker (f/k/a Barbara D. Mayfield and Barbara McLean) and Richard Baker (the "Bakers"), on the one hand, and Michael B. Hanrahan d/b/a M. Hanrahan Construction ("Hanrahan"), on the other hand (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the Bakers and Hanrahan entered into an agreement dated December 9, 1998 pursuant to which Hanrahan was to perform repair work on the Bakers' roof at 4930 West Comelia, Chicago, Illinois (the "Property").

WHEREAS, the Bakers' were not satisfied with the work done by Hanrahan and did not remit payment to Hanrahan.

WHEREAS, Hanrahan filed a lien (the "Lien") against the Property in the amount of \$5,650.00. A true and correct copy of the original Contractor's Claim for Lien is attached hereto as Exhibit A.

WHEREAS, on August 1, 2000, the Bakers filed a Complaint in the Circuit Court of Cook County, Illinois in an action styled Barbara and Richard Baker v. Michael B. Hanrahan d/b/a M. Hanrahan Construction, Case No. 00 CH 11235, seeking expungement of the lien and recovery of damages in excess of \$5,650.00 and other relief as the Court deemed just and proper (the "Lawsuit").

WHEREAS, the Parties desire now to compromise and finally settle all disputes between them and to avoid the expense of litigation with each other.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy of which is hereby expressly acknowledged, the Parties agree as follows:

1. **Release of Lien.** Simultaneously with the exchange of the original executed version of this Agreement, Hanrahan will provide the Bakers with a fully executed Final Waiver of Lien and Release of Mechanics Lien in the forms attached hereto as Exhibit B.
2. **No Further Payment.** No further payment by either Party is required. The Parties acknowledge that each Party shall be responsible for its own attorney's fees and all costs incurred in connection with the proceedings described in the above recitals.
3. **Mutual Release.** Upon full execution of this Settlement Agreement and Mutual Release and the Final Waiver of Lien and Release of Mechanics Lien (attached hereto as Exhibit B), the Parties hereby release and forever discharge each other and each other's respective employees, agents, attorneys, representatives, heirs, legatees, partners, affiliated, subsidiary and parent corporations, successors, predecessors and assigns from any and all claims, actions, causes of action, debts, liabilities, damages, demands or suits of whatever name or

10/15/06

nature, whether at law or in equity, which the Parties now have, may have had, have ever had or hereafter may have against each other arising out of any matter occurring prior to the date of this Agreement, including but not limited to all claims arising out of or relating to:

- (a) The Property and any work performed on the Property; and
- (b) All other matters relating to the Property, including the Lien or damage claims, which were raised or which could have been raised by the Bakers in the Lawsuit or which were raised or could have been raised by Hanrahan in the Lawsuit or in the Lien.

4. **Representations.** The Bakers and Hanrahan hereby represent and warrant that they alone possess all right to, and interest in, the claims or causes of action described herein and have not transferred or otherwise assigned any of the foregoing. Hanrahan represents that he does business as "M. Hanrahan Construction" and that neither Hanrahan nor M. Hanrahan Construction nor anyone acting on their behalf has not filed and will not file any other liens or claims relating to the Property and any work performed on the Property.

5. **Authority.** Each of the individuals executing this Agreement on behalf of the Parties has authority to bind the Party upon whose behalf he is executing this Agreement.

6. **Entire Agreement.** The foregoing recitals are incorporated and made a part of this Agreement. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement shall not be altered or amended except by writing signed by all of the Parties hereto.

7. **Dismissal.** Within seven (7) days of receipt of notice of the removal of the lien described in paragraph 1, the Bakers' will cause an agreed motion to dismiss the Complaint with prejudice to be filed with the Court.

8. **Breach of this Agreement.** If either party to this Settlement Agreement and Mutual Release is required to file a lawsuit to enforce any term or condition herein, the party that prevails in such a lawsuit shall be entitled to an award of all attorney's fees, professional fees and disbursements it incurred prosecuting or defending that action.

9. **Representation of Counsel.** The Parties represent and warrant that they have read and voluntarily executed this Settlement Agreement and Mutual Release; that they have been represented by and have had full opportunity to consult (and have consulted fully) with counsel of their selection in the negotiation and execution of this Agreement; and that none of the Parties has been induced to sign this Agreement through any opinion or representation of fact.

IN WITNESS HEREOF, the Parties do, by signing this Agreement, consent to and intend to be bound by the terms in each and every respect and agree to perform the obligations assumed herein.

BARBARA AND RICHARD BAKER

MICHAEL B. HANRAHAN &/s/ M.
HANRAHAN CONSTRUCTION

By: Barbara Baker
Richard M. Baker
Date: 6/26/01

By: Michael Hanrahan
Date: 6/15/01

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