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2002-07-08 10:54:53

Cook County Recorder

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MUTUAL RELEASE

This Mutual Release ("Release"), is executed this <u>Y</u> day of June, 2002, by and between, CARLOS TREVINO and JOSE CAMARENA

RECITALS:

0020743837

WHEREAS CARLOS TREVINO holds claims against JOSE CAMARENA and JOSE CAMARENA holds claims against CARLOS TREVINO relating to the property commonly known as 2346 S Kedzie, Chicago, Illinois, including but not limited to claims described in the complaint filed in the Circuit Court of Cook County, Illinois, Court Department, Chancery Division, as Case No. 01 CH 17034 entitled Carlos Trevino v. Jose Camarena (the "claims"); and

WHEREAS, CARLOSE TREVINO and JOSE CAMARENA hereby agree to completely resolve and settle any and all claims between themselves in return for mutual releases and payment of \$4,500 to JOSE CAMARENA;



WITNESSETH:

NOW THEREFORE, for and in consideration of the payment to JOSE CAMARENA of the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) from the sale of the subject property and the execution of following mutual releases of the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. CARLOS TREVINO does hereby release, cancel, for give and forever discharge JOSE CAMARENA his heirs, executors, administrators, successors and assigns, from any and all actions, claims, demands damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise from any matter whatsoever, including but not limited to any and all claims relating to the property commonly known as 2346 S Kedzie, Chicago, Illinois, including but not limited to those matters identified in the complaint filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, as Case No. 01 CH 17034 entitled Carlos Trevino v. Jose Camarena, from the first day of the world, including this day and each day hereafter, and CARLOS TREVINO does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.
- 2. JOSE CAMARENA does hereby release, cancel, forgive and forever discharge CARLOS TREVINO his heirs, executors, administrators, successors and assigns, from any and all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever,

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whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise from any matter whatsoever, including but not limited to any and all claims relating to the property commonly known as 2346 S Kedzie, Chicago, Illinois, and including but not limited to those matters identified in the complaint filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, as Case No. 01 CH 17034 entitled *Carlos Trevino v. Jose Camarena*, from the first day of the world, including this day and each day hereafter, and JOSE CAMARENA does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

- 3. CARLOS (F.EVINO and JOSE CAMARENA represents that they are the holder of the causes of actions which are the subject of this release and have not has assigned or transferred any interest therein.
- 4. As further consideration for the releases given herein, the parties agree to indemnify and save harmless each other from and against any claim for damages, compensation, or otherwise growing out of or resulting from the above-mentioned claims, or this release and to reimburse or nake good any loss or damage or costs that the other incurs, including reasonable attorneys fees, if any litigation arises therefrom.
- 5. The parties agree to execute and deliver any and all documents to effectuate this release of such claims, including any Release of Mechanic's Lien and Quit Claim Deed.
- 6. The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the day, month and year first set forth above.

WITNESS:

CARLOS TREVINO

JOSE CAMARENA

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STATE OF ILLINOIS)
COUNTY OF COOK) SS)
subscribed to the foreg	d a Notary Public in and for said County, in the State aforesaid, DO JOSE CAMARENA known to me to be the same person whose name is oing instrument, appeared before me this day in person, and signed and delivered the said instrument for the uses and purposes
on and of my hands	official seal, this / 8 day of April , 2002
NOTARY PUBLIC	
	"OFFICIAL SEAL" JOHN R. KRAFCISIN Notary Public, State of Illinois () My Commission Expires 02/10/03
STATE OF ILLINOIS	
COUNTY OF COOK) SS (

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CARLOS TREVINO 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 for the uses and purposes therein set forth.

Given under my hand and official seal, this 18

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MAIL TO Styl (ASA) (e St Cheo II (Goboz Ste-300

COFFICIAL SEAL
RONALD R STROUNY
NOTARY PUBLIC, OF ILLINOIS
MY COMMISSION DEPTHS 10-16-2005