



KNOW ALL MEN BY THESE PRESENTS, THAT Calogero Incandela of the City of Cape Coral, County of Lee and State of Florida, for and in Consideration of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt whereof is hereby confessed, does hereby remise, convey, release and quitclaim unto

Michael Sur, an unmarried man, never having been married, of Chicago, Cook County, Illinois, all right, title, interest, claim or demand whatsoever he may have acquired in, through or by a certain Junior Mortgage, bearing date October 27, 2000 and recorded in the Cook County Recorder's Office in the State of Illinois as Document No. 00928387 on November 27, 2000, to the premises therein situated in the County of Cook, State of Illinois, to wit:

SEE ATTACHED EXHIBIT A

Commonly known as: 3105-07 West Cortland, Chicago, Illinois 60651

P.I.N. 13-36-308-017

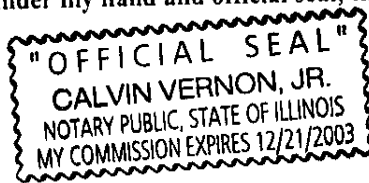
Witness my hand and seal this 26 day of July 2002.

*Calogero Incandela*  
\_\_\_\_\_  
Calogero Incandela

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

The Undersigned, a notary public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Calogero Incandela 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26<sup>th</sup> day of July 2002.



*Calvin Vernon, Jr.*  
\_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_

This instrument was prepared by and should be returned to: Linda J. Kroning, 20 South Clark St. Suite 2301, Chgo, IL 60603

EXHIBIT A

EXHIBIT A

Description for property commonly known as 3105 – 3107 W. Cortland, Chicago, IL

P.I.N. 13 – 36 – 308 – 017

In reference to Release Deed executed on July 26<sup>th</sup>, 2002 by Calogero Incandela of the City of Cape Coral, County of Lee and State of Florida for Junior Mortgage recorded in the Cook County Recorder's Office in the State of Illinois as Document No. 00928387 on November 27, 2000, to the premises therein situated in the County of Cook, State of Illinois, to wit:

LOT 1 IN BLOCK 3 IN NILS F. OLSON'S SUBDIVISION OF ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement made July 26, 2002 between Calogero Incandela ("Mortgagee") and Michael H. Sir ("Mortgagor")

WHEREAS, on October 27, 2000, Mortgagor as Purchaser purchased the property located at 3105-07 W. Cortland, Chicago, IL 60651 ("Property") from Mortgagee as Seller; and

WHEREAS, in connection with the purchase of the Property, Mortgagor signed a Junior Installment Note ("Note") and Junior Mortgage ("Mortgage") in favor of Mortgagee bearing the date of October 27, 2000 for the principal sum \$30,000.00, due and payable May 1, 2002, which Mortgage was recorded against the Property on November 27, 2000 as Document 0098387 in the office of the Cook County Recorder; and

WHEREAS, Mortgagor was required to pay the Note in full on or before May 1, 2002; and

WHEREAS, Mortgagor has asserted certain claims against Mortgagee in connection with the purchase of the Property, its condition and certain nondisclosures of the Mortgagee as Seller concerning the condition of the Property, namely, the presence of lead paint and other hazards at the Property, and the cost or remediation of such conditions; and

WHEREAS, Mortgagor and Mortgagee now wish to settle all the disputes, claims and causes of action that exist or may exist between them by virtue of the Mortgagee's representations concerning the condition of the Property and by further virtue of the outstanding balance due on the Mortgage;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor covenant and agree as follows:

1. The Recitals set forth above are incorporated herein and shall be deemed terms and provisions hereof.
2. Mortgagor shall pay Mortgagee the sum of \$22,000.00 in full and complete satisfaction of the outstanding balance due under the Note and Mortgage by certified or cashier's check on a date agreed upon by the parties (the "Closing" or "Closing Date").
3. At the Closing, Mortgagee shall deliver to Mortgagor the original Note and Mortgage marked "Paid In Full" signed and dated by him. Mortgagee shall also

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deliver to Mortgagee a fully executed and notarized "Release of Mortgage" in the form as attached hereto as Exhibit A.

4. Upon the payment to him of \$22,000.00, Mortgagee agrees that any and all claims of Mortgagee, his successors, executors and assigns, against Mortgagor under the Note and Mortgage are fully and finally compromised and settled and that the Note is paid in full. Upon the receipt of the Release of Mortgage, Mortgagor agrees that all claims he has against Mortgagee for nondisclosure of the condition of the Property are fully compromised and settled.

5. In consideration of the above, Mortgagor and Mortgagee do hereby expressly release and discharge each other and their respective heirs, legal representatives, administrators, successors, and assigns from all claims, demands, actions, judgments, and executions which each has ever had, or now has, or may have, or claim to have, against the other of whatever type or nature, including, but not limited to, those created by or arising out of the purchase of the Property by Mortgagor from Mortgagee and the Second Mortgage thereon. *In arising out of Lead Paint on/in the property.*

Jesus H.  
Delgado-Jenkins  
*[Signature]*

6. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates set forth above.

MORTGAGOR

*[Signature]*  
Oalogeno Incandela

MORTGAGEE

*[Signature]*  
Michael H. Sir

Deputy Clerk's Office

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State of Illinois  
County of Cook

0021025171

## LOST NOTE AFFIDAVIT

Date: July 26 2002

The undersigned Calogero Incandela ("Affiant") on oath deposes and states as follows:

1. He is an adult individual who would competently testify as to the facts as stated in this Affidavit.

2. He is the Holder of a Junior Installment Note dated October 27, 2000 for the principal sum of \$30,000 ("Note") executed by Michael Sir, (the "Maker"), a copy of which Note is attached as Exhibit A. The Note is secured by a Junior Mortgage dated October 27, 2000 between Michael Sir as Mortgagor and Calogero Incandela as Mortgagee, which Junior Mortgage was recorded on November 27, 2000 in the Cook County, Illinois Office of the Recorder as document 00928387 against the property commonly known as 3105 07 W. Cortland, Chicago, IL 60651.

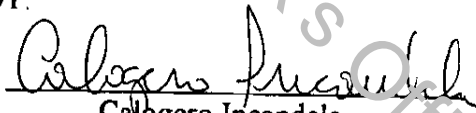
3. Affiant and Maker have entered into a Release and Settlement Agreement under which Maker shall pay to Affiant the sum of \$22,000.00 in full and complete satisfaction of all amounts due under the Note in consideration for, among other things, Affiant's delivery of the original Note to Maker.

4. Affiant, after diligent search, is unable to locate the original Note. Affiant has not assigned or otherwise transferred the Note or any rights thereunder to any third persons.

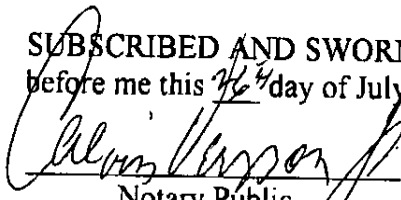
5. Affiant shall endorse a copy of the Note "Paid in Full" and date and sign same.

6. This Affidavit is made for the purpose of inducing Maker to pay to Affiant the sum of \$22,000.00 in full and complete satisfaction of all indebtedness due under the Note.

FURTHER AFFIANT SAYETH NOT.

  
Calogero Incandela

SUBSCRIBED AND SWORN TO  
before me this 26 day of July, 2002.

  
Notary Public



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## JUNIOR INSTALLMENT NOTE

0021025171

\$30,000.00

Chicago, Illinois

October 27, 2000

FOR VALUE RECEIVED, the undersigned, Michael H. Sir ("Maker") promises to pay to the order of Calogero Incandela ("Holder"), the principal sum of

**THIRTY THOUSAND AND 00/100THS DOLLARS**  
(\$30,000.00),

and interest from the date of disbursement, on the balance of principal remaining from time to time unpaid at the rate of **EIGHT AND ONE-HALF PERCENT (8½%)** per annum, payable interest only in ~~monthly installments due beginning on the first day of November 1, 2000 and on the first day of each successive month thereafter until this Note is fully paid, with a final payment of principal and all accrued and unpaid interest, if not sooner paid, due May 1, 2002. All such payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.~~

These payments are to be made at such place as the Holder may from time to time in writing appoint, and in the absence of such appointment, then to Calogero Incandela

Maker may prepay the indebtedness evidenced by this Note in whole or in part, at any time without penalty or notice.

Monthly installments of interest only as set forth in this Note and in the Junior Mortgage (the "Mortgage") securing this Note are due on the first (1st) day of each month. Any monthly installment of principal and interest not received by the Holder on or before the fifteenth (15th) day of the month in which such installment is due (the "grace period") shall incur a late payment penalty of five percent (5%) per month on the amount of such delinquent installment for each and every subsequent calendar month, or portion thereof, that such installment remains outstanding; provided, however, that nothing in this paragraph shall affect the accruing of interest at the rate set forth above on any principal amount outstanding until paid, and nothing contained in this paragraph shall authorize the Holder to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

In the event of a default under this Note (as defined in the Mortgage), the principal balance shall bear interest at the rate of **TEN PERCENT (10%)** per annum until the default (as defined in the Mortgage) is cured. It is agreed that in the event of a default in the payment of any part of interest when due, or in the event of a default in the payment of any part of the principal of this Note, or in the event of default in the performance of any of the other covenants or agreements contained in the Mortgage, shall, at the expiration of any applicable cure periods (as defined in the Mortgage securing this Note), cause the entire unpaid indebtedness evidenced by this Note, together with accrued interest, to become due and payable at once at the place of payment stated above at the

election of the Holder, this election to be made at any time after such default (as defined in the Mortgage securing this note) has occurred, without notice.

The payment of this Note is secured by, among other things, a Junior Mortgage, bearing even date herewith, to Holder on the real estate located in the County of Cook, State of Illinois. The proceeds of this Note are used for business purposes only.

If this Note is placed in the hands of any attorney for collection or if suit is brought on this Note, the Maker agrees to pay all reasonable attorneys' fees and all other costs of collection.

Maker and all endorsers severally waive presentment for payment, protest and demand, notice of protest, demand, dishonor and nonpayment and expressly agree that this Note and any payment coming due under it may be extended from time to time without in any way affecting their liability under this Note.

The terms of the Mortgage securing this Note are incorporated into this Note by reference and are specifically made a part of this Note, and shall be binding upon the Maker, its successors and assigns.

*Michael H. Sir*  
\_\_\_\_\_  
Michael H. Sir

PAID IN FULL  
60250

Property of Cook County Clerk's Office  
*Debra J. ...*

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INDEPENDENT FORMS SERVICES, INC - 3-76-101

(L-114834)

0021025171

*Received*  
*Elwood*

REMITTER

11111111111111111111

PAYABLE TO

\*\*\*\*\*

**NOT NEGOTIABLE**



**RIDGEVIEW BANK GROUP**

*Your Bridge to Community Banking*  
7940 S. Harlem Avenue, Ridgeview, IL 60455 708-594-7400

**B**

**437653**

70-2356/719



MEMORANDUM

FOR

*[Handwritten signature]*

**CASHIER'S CHECK**

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK CAN BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

Property of Clerk's Office