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06/06/03

#08109

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ERMA JEAN DANDRIDGE)
Plaintiff,)

and)

GEORGE B. DANDRIDGE)
Defendant.)

NO. 02 CH 23242



Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 06/10/2003 10:43 AM Pg: 1 of 4

ATTACHED SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE DATED JUNE 6, 2003 RELATES TO THE PROPERTY COMMONLY KNOWN AS 337 S. LAVERGNE, CHICAGO, COOK COUNTY, ILLINOIS AND LEGALLY DESCRIBED AS FOLLOWS:

LOT 20 AND 21 (EXCEPT THE SOUTH 48.0 FEET THEREOF) IN HARRISON BROTHERS SUBDIVISION OF LOR 22 OF THE SCHOOL OF TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL. PERMANENT REAL ESTATE INDEX NUMBER: 16-16-219-078.

SEE ORDER OF COURT ENTERED IN THIS CAUSE ON JUNE 6, 2003 BY JUDGE DONALD O'BRIEN WHEREIN SAID SETTLEMENT AGREEMENT IS MADE PART OF THE ORDER ENTERED ON JUNE 6, 2003.

Instrument prepared by:

SHELDON K. RACHMAN #08109
AJITHA L. REDDY #36906
29 S. LaSalle Street, Suite 960
Chicago, IL 60603
(312) 641-0830 & (312) 704-8704

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ERMA JEAN DANDRIDGE)	
Plaintiff,)	
and)	NO. 02 CH 23242
)	
GEORGE B. DANDRIDGE)	
Defendant.)	

SETTLEMENT AGREEMENT & MUTUAL GENERAL RELEASE

This cause coming on to be heard pursuant to settlement determined during the Pre-Trial Conference on May 29, 2003, Petitioner and Respondent together with their attorneys present in open court, and the Court now being advised in the premises, finds that the parties to this cause have entered into the following settlement agreement:

1. Erma Jean Dandridge, Plaintiff, and George B. Dandridge, Defendant, appeared in open court on May 29, 2003 and have reached a settlement of all issues and claims of the above cause in the amount of EIGHTEEN THOUSAND TWO HUNDRED AND ZERO CENTS (\$18,200.00) (the "Settlement Payment"), which "Settlement Payment" shall notwithstanding anything to the contrary, be payable only in accordance with the recovery of monies from the tenant of apartment 1 north as set forth in paragraph 2 ^{B/W} below.
2. The "Settlement Payment" shall notwithstanding anything to the contrary, be payable as follows:
 - (a) The "Settlement Payment" shall be reduced by the release of the Escrow Account in the amount of \$2,600 leaving a "Settlement Payment" balance of \$15,600.00; all in accordance with ¶2 of the Agreed Order to modify this Court's January 21 Order, a copy of which is attached as Exhibit A; and
 - (b) The "Settlement Payment" balance of \$15,600.00 shall be deemed fully paid and extinguished upon the first of the earlier of (I) or (II) to occur:
 - (I) Plaintiff collects monthly rent of \$650 from the tenant in Apartment 1 North, 337 South Laverne, Chicago, IL, from June 1, 2003 to and including May 31, 2005 [consisting of twenty-four (24) monthly installments (the "Rent"); all pursuant to a Lease showing Defendant as the sole Landlord, Tenant has not deposited a security deposit of any kind or amount, and such Lease shall expire May 31, 2005 (with no extension or renewal terms or conditions)(the "Lease")]; or **LEASE TO BE TENDERED TO TENANT BUT NEEDED**
 - (II) May 31, 2005 (at which time whether or not Plaintiff has collected all or part of the "Settlement Payment" balance of \$15,600.00, Plaintiff shall have no further right to collect Rent from Apartment 1 North, 337 South Laverne, Chicago, IL.) **NOT BE SIGNED OR ACCEPTED BY TENANT**

Plaintiff will from June 1, 2003 to and including May 31, 2005 be solely responsible for collecting such Rent. Plaintiff will also be solely responsible for securing a replacement tenant should the current tenant depart or fail to pay such monthly rent. Defendant will

Handwritten notes:
B/W
LEASE TO BE TENDERED TO TENANT BUT NEEDED
NOT BE SIGNED OR ACCEPTED BY TENANT
Signatures:

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reasonably cooperate in such eviction suit and the renting of Apartment 1 North, 337 South Laverne, Chicago, IL upon the same terms and conditions set forth in the Lease, ~~excepting only that the replacement tenant shall be required to first deposit with Defendant a security deposit of \$650, and it is understood and agreed that Defendant shall not be required to do any work or expend any monies of any kind with the foregoing.~~ *MLB*

3. Should Defendant sell the property prior to June of 2005, the balance of the Settlement Payment will be immediately payable to Plaintiff in full out of the proceeds of sale of the property.
4. If Defendant owns the property at the time of his death, Defendant will leave the real estate commonly known as 337 S. Laverne, Chicago, IL, to his children, Steven Dandridge, George Dandridge, JR, and Raymond Dandridge in such percentage as he deems appropriate.
5. Plaintiff shall in conjunction with execution of this Agreement execute a release of lien filed by Plaintiff on September 17, 2002 in the Cook County Recorder of Deeds in the form attached hereto as Exhibit B, and Plaintiff's counsel shall immediately thereafter record such Release with the Cook County Recorder of Deeds and shall thereafter deliver a copy of such recorded document to Defendant's counsel.
SEE GENERAL RELEASE ATTACHED AS EXHIBIT D.
6. ~~ERMA JEAN DANDRIDGE, on the one hand, and GEORGE B. DANDRIDGE on the other, agree, effective as of the date of this Agreement, and for good and valuable consideration including the dismissal of the Litigation pursuant to the Agreed Order (a copy of which is attached as Exhibit C) that they irrevocably and unconditionally release, acquit and forever discharge each other and each of the other's past, and present successors, representatives, partners, assigns, agents, insurers and attorneys and/or successors, assigns, trustees, heirs, administrators, executors, representatives or principals thereof (collectively "Releasees"), from any and all obligations, agreements, contracts, indemnities, charges, complaints, claims, controversies, damages, actions, causes of actions, suits or proceedings with any administrative agency or court or any other forum, judgments, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, including claims and causes of actions relating to or arising out of the 337 South Laverne, Chicago, IL, which arose or accrued up to the date of this Agreement and those which the parties have or could have asserted in the Litigation against each other or any of the Releasees from the beginning of time to the present. Notwithstanding the foregoing, nothing contained herein shall be construed to release any claims arising from the breach of this Agreement.~~ *MLB*
7. The parties acknowledge and agree that this Agreement does not constitute, and is not to be construed as an admission of liability on the part of any party as to any matter whatsoever. The parties further represent that they have not assigned, sold, transferred or otherwise conveyed any claim or cause of action that they now have or claim to have against each other, to any other person, entity, corporation, partnership or other organization.
8. The parties further declare and represent that no promise, inducement or other agreement, not expressed herein, has been made by them, and that this Agreement contains the entire terms of settlement between the parties hereto, and, further, the parties declare that the

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have consulted with their attorneys regarding the terms of this Agreement and understand them and agree to be bound by them of their own free will. The parties further agree that this Agreement may not be altered, amended, modified, superseded, cancelled or terminated except by an express written agreement duly executed by all the parties together with their attorneys on their behalf, which makes specific reference to this Agreement.

9. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous agreements or understanding between them pertaining to the subject matter thereof. This Settlement Agreement shall be recorded, and shall be kept strictly confidential. Nothing contained herein shall prevent Defendant from refinancing the property. The undersigned agents of the parties represent that they have full authority to execute this Agreement on behalf of the principals set forth and that this Agreement has been approved and authorized by said principals. This Agreement may be executed in counterparts. This Agreement shall be controlled, construed and governed in accordance with the laws of the State of Illinois.

AR
BR
BUILDING TENANTS
NOT BE TOLD
BY EITHER
PARTY OF TERMS
OF THIS AGREEMENT

MAY

APPROVED:

Erma Jean Dandrige
ERMA JEAN DANDRIDGE

Sheldon K. Rachman
ATTORNEYS SHELDON K. RACHMAN
AJITHA L. REDDY FOR PLAINTIFF

George B. Dandrige *ATTY*
GEORGE B. DANDRIDGE

Bernard Edelman
ATTORNEY BERNARD EDELMAN,
FOR DEFENDANT

DATED: 6/6/03

DATED: 6/6/03

SHELDON K. RACHMAN #08109
AJITHA L. REDDY #36906
29 S. LaSalle Street, Suite 960
Chicago, IL 60603
(312) 641-0830 & (312) 704-8704

[Handwritten signature]