

UNOFFICIAL COPY



Doc#: 0602712146 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/27/2008 04:38 PM Pg: 1 of 3

AGREEMENT AND RELEASE OF CONTRACT AND LIEN

**WHEREAS** WE DO CARE, INC. hereinafter referred to as ("WE DO CARE") entered into a Real Estate Land Contract (hereinafter "Land Contract") with JOHN GILLIAM, and Recorded as Document No. 0522945146 hereinafter referred to as ("GILLIAM,") for property located at 1505 E. 74<sup>th</sup> Place, Chicago, Illinois 60619 hereinafter referred to as "74<sup>th</sup> Place Property" which is more particularly described in "Exhibit A" attached hereto and

**WHEREAS** WE DO CARE, and CANDICE PAYNE have entered into that certain Real Estate Sales Contract (hereinafter the "Real Estate Sales Contract") dated the 3<sup>rd</sup> day of August, 2005, the terms of which include, in part, obligation to pay money to WE DO CARE as well as WE DO CARE'S promise to forbear from enforcing the Real Estate Land Contract pending satisfaction by GILLIAM of the totality of the obligations created therein or until an Event of Default as defined therein, whichever occurs first; and

**WHEREAS** Candice Payne desires to purchase a certain parcel of real property, known as 74<sup>th</sup> PLACE PROPERTY; and

**WHEREAS** WE DO CARE has agreed to issue a release (hereinafter the "Release" of the Contract and Lien) so as to allow Candice Payne to acquire 1501 E. 74<sup>th</sup> Place, Chicago, Illinois;

**NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, WE DO CARE, hereby agrees to waive any right, title and interest in the Property it may currently have or hereafter acquire as a result of its Real Estate Land Contract recorded as Document No. 0522945146.

WE DO CARE hereby acknowledges that it is forfeiting significant rights by the execution of this instrument and further acknowledges that it has done so only after the advice of its own legal counsel.

All terms of this Agreement and Release of Lien shall be governed by the laws of the State of Illinois. If any terms of this agreement shall be deemed invalid by any court or magistrate, all other terms shall nevertheless remain binding and in force.

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Agreed this 14th day of November, 2005.

WE DO CARE, INC.

By: Joe Redding  
Joe Redding  
President

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

Before me, the undersigned authority, personally appeared Joe Redding, the President of We Do Care, Inc., with whom I am personally acquainted, and who executed the foregoing Agreement and Release of Contract and Lien for the purposes therein contained.

Jerlene L. Bickart  
NOTARY PUBLIC

My Commission Expires: November 10, 2007



MAIL TO =

LAW OFFICES OF  
MARK L. KARNO  
33 North La Salle Street  
Suite 3200  
Chicago, IL 60602

05-178

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Property of Cook County Clerk's Office



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## EXHIBIT A

LOT 26 (EXCEPT THE EAST 11 FEET THEREOF) IN CARTON AND JOHNSTONE'S  
SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF  
SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 20-26-230-001-0000

Address(es) of Real Estate: 1501 E. 74th Place, Chicago, Illinois 60619

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