



Doc#: 1130134057 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2011 02:08 PM Pg: 1 of 4

MUTUAL RELEASE

THIS MUTUAL RELEASE, entered into on October 24, 2011, by and between MIDWEST REAL ESTATE INVESTMENT COMPANY EMPLOYEES' PROFIT SHARING PLAN AND TRUST ("Midwest"), and James Williams ("Mr. Williams") (collectively "the parties") is intended by the parties to effect the extinguishment of all obligations and claims relative to each other, as provided below.

WITH REFERENCE TO a certain real estate installment contract ("contract") executed on October 26, 2001 between Midwest as Seller and Mr. Williams as Purchaser for the real property commonly known as 6135 S. Wood Street, Chicago, Illinois 60636 ("real estate") which is described by Permanent Index Number 20-18-420-014-0000 and specifically described as Exhibit A attached here, and a Memorandum of Real Estate Installment Sale Contract having been recorded with the County Recorder of Deeds as Document Number 0930810235;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties agree as follows:

1. Termination of Contract: Notwithstanding anything to the contrary contained in the

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Contract, Seller and Purchasers agree that the Contract is hereby terminated and cancelled and shall be of no further force and effect.

2. Mutual Release: Seller and Purchasers agree that each of them and their respective heirs, administrators, successors, assigns, directors, officers, employees and agents shall be forever released and discharged from any and all rights of actions, claims, damages, losses, costs, expenses, attorney's fees, and demands whatsoever, arising out of any act, occurrence, or other thing done or omitted to be done by them up to the date of this instrument, including without limitation, any matter arising from or in any way connected with the contract or the real estate.

3. Payments: Notwithstanding anything to the contrary contained in the contract, Purchaser acknowledges that all sums paid by Purchaser with respect to the contract, whether as earnest money, down-payment money and/or monthly payments of principal, interest, taxes, insurance or customer charges, which have been made on account of the contract shall hereby be forever retained by Seller as consideration in executing this release.

4. Possession: Purchaser represents and warrants that there are no leases, real estate contracts or other agreements encumbering the real estate in effect as of the date of this release and that any materials or services furnished at the real estate at the request of Purchaser have been fully paid. Contemporaneously with signing this agreement, Purchaser hereby transfers and assigns to Seller his rights to possession, or possession, of the Real Estate.

5. Authority to Bind: Each signatory to this mutual release represents and warrants that he/she is authorized to sign this release and bind the party for whom he/she has executed this agreement to all the covenants contained herein. Each signatory represents he has read and understands this mutual release, and was provided an opportunity to discuss this release, and the

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effects thereof, with the legal counsel of choice and execute this release as each party's free and voluntary act.

6. Governing Law: This Release shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any Court of competent jurisdiction should find one or more provisions of this Release to be invalid, unlawful or against public policy, such a finding shall not invalidate the rest of the Release and the invalid portion of the Release shall be severed from the valid portion of the Release.

IT WITNESS WHEREOF, this mutual release and termination of real estate contract is executed by the parties hereto as their free, voluntary and duly authorized acts for the purposes set forth herein effective as of this 24th day of October 2011.

SELLER:

PURCHASER:

MIDWEST REAL ESTATE INVESTMENT
COMPANY EMPLOYEES' PROFIT
SHARING PLAN AND TRUST

JAMES WILLIAMS

By: _____

David R. Gray, Jr., Trustee

James Williams
James Williams

Subscribed and sworn to before me

this 28th day of October, 2011

(Notary)

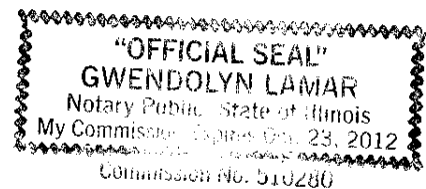
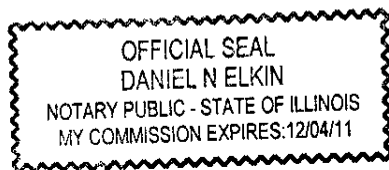
Subscribed and sworn to before me

this 26 day of Oct, 2011

Gwendolyn Lamar
(Notary)

This instrument prepared by:

David R. Gray, Jr.
Attorney at law
120 N. LaSalle Street
Suite 1350
Chicago, IL 60602



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EXHIBIT A

Legal Description: Lot 35 Block 4 in Englewood Hill, a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-18-420-014-0000

Commonly Known as: 6135 South Wood Street, Chicago, Illinois 60636

Property of Cook County Clerk's Office