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RELEASE



Doc#: 1416413043 Fee: \$58.0
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/13/2014 01:51 PM Pg: 1 of 1

THE OWNER(S) of the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LEGAL DESCRIPTION: Lots 3,4,5,6,7,8,9 and 10 in Block 3 in Cryer's State Street Addition, a Subdivision of the Northwest ¼ of the Northeast ¼ of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PROPERTY ADDRESS: 1701 and 1717 State Street Calumet City, Illinois 60409

PINs: 29-12-201-039-0000 & 29-12-201-040-0000

THE OWNER(S) has directed his attorney to prepare this cover sheet so that the attached Settlement Agreement and Mutual Release that was intended by the parties to act as a Release of the Mortgage dated April 22, 1993 and recorded with the Cook County Recorder of Deeds as Document Number 93302571 can be properly recorded.

Prepared By: Daniel J. Heywood
MAHER, BRANNIGAN & HEYWOOD, P.C.
11520 West 183rd Street, SE
Orland Park, Illinois 60467

Mail To: Daniel J. Heywood
MAHER, BRANNIGAN & HEYWOOD, P.C.
11520 West 183rd Street, SE
Orland Park, Illinois 60467

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COOK 55973

AFFIDAVIT OF LOST ORIGINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

I, CECIL A. ARCHBOLD, being first duly sworn upon oath state as follows:

1. That I am the current owner of the subject property commonly located at 1701 and 1717 State Street in Calumet City, Illinois (subject) and further identified by PINs: 29-12-201-039-0000 & 29-12-201-040-0000.
2. That I was a Mortgagor of the subject through a Mortgage with Kathleen A. Galvan, Mortgagee, dated April 22, 1993 and recorded with the Cook County Recorder of Deeds as Document Number 93302571.
3. That on April 28, 1998 the Mortgagee filed a foreclosure action under the Mortgage as case number 98 CH 05503 (a copy of the complaint is attached hereto).
4. That on June 26, 2000 the Court entered the parties Stipulation to Dismiss the foreclosure action (a copy of the dismissal is attached hereto).
5. That in connection with the parties Stipulation to Dismiss the foreclosure action a Settlement Agreement and Mutual Release was executed in counterparts by the parties (a copy of the dismissal is attached hereto).
6. That the original version of the Settlement Agreement and Mutual Release has been lost.
7. That the Settlement Agreement and Mutual Release was intended by the parties to act as a Release of the Mortgage dated April 22, 1993 and recorded with the Cook County Recorder of Deeds as Document Number 93302571.

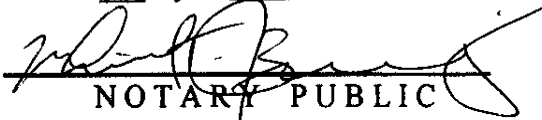
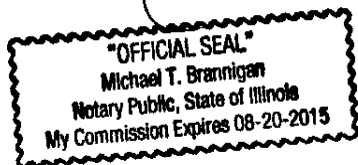
That I have personal knowledge of the matters and statements contained herein, and if sworn as a witness can testify competently thereto.

FURTHER AFFIANT SAYETH NOT.



CECIL A. ARCHBOLD

SUBSCRIBED and SWORN before me
me this 9th day of June, 2014


NOTARY PUBLIC

Maher & Brannigan
11520 W. 183RD ST., SE
ORLAND PARK, IL 60467
PHONE (708) 478-0047

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release is entered into as of June 1, 2000, by and between Kathleen A. Galvan ("Galvan") and Cecil A. Archbold and Maria A. Archbold ("Archbold") in reference to the following facts:

1. Galvan has filed suit against Archbold pending in the Circuit Court of Cook County, Illinois, as Case No. 98 CH 5503 (the "Lawsuit").

2. The parties have agreed to settle all claims arising out of the Lawsuit.

NOW, WHEREFORE, in consideration of the mutual promises contained herein and payments of sums set out herein, the parties agree as follows:

A. On or before June 12, 2000, Archbold shall pay to Richard B. Michaels, as escrow agent on behalf of Galvan, the sum of \$28,000.00 as full and final settlement for all sums due to Galvan.

B. Archbold will cause a written direction to be given to Chicago Title Insurance Company pertaining to a repair escrow in the amount of \$4,500.00, said repair escrow to be paid to Galvan in full.

C. The Lawsuit shall be dismissed with prejudice on or before June 12, 2000. The parties agree that if payment is not made to Galvan by Archbold in accordance with the provisions of this Agreement, the suit may be reinstated.

D. Galvan hereby releases and discharges Archbold and their successors and assigns from any and all causes of action or claims arising out of the facts alleged in the lawsuit which Galvan may have had now or hereafter may have against the Defendants.

E. The undersigned understand that this Settlement is the compromise of disputed

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claims and that the consideration herein provided is not to be construed as any admission of liability on the part of either party.

F. This Settlement Agreement and Mutual Release contains the entire agreement between the parties hereto, and the terms of the Settlement Agreement and Mutual Release are contractual and not a mere recital.

Kathleen A. Gaver

Cecil A. Archbold
Cecil A. Archbold
Maria A. Archbold
Maria A. Archbold

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Kathleen A. Galvan
Kathleen A. Galvan

Cecil A. Archbold

Maria A. Archbold

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

KATHLEEN A. GALVAN, :
 :
 Plaintiff, :
 :
 vs. :
 :
 CECIL A. ARCHBOLD, :
 MARIA A. ARCHBOLD, and :
 UNKNOWN OWNERS and NON-RECORD :
 JOINT CLAIMANTS, :
 LASALLE TALMAN BANK FSB :
 Defendants. :

No.

98005500

COMPLAINT IN MORTGAGE FORECLOSURE

NOW COMES the Plaintiff, KATHLEEN A. GALVAN, by her attorney, Richard B. Michaels, and for her Complaint in Foreclosure states as follows:

1. Plaintiff files this Complaint to foreclose the mortgage, or other conveyance in the nature of a mortgage (hereinafter called "Mortgage"), hereinafter described and joins the following persons as Defendants.

- Cecil A. Archbold
- Maria A. Archbold
- LaSalle Talman Bank FSB
- Unknown Owners and Non-record Joint Claimants

A. Plaintiff avers that in addition to persons designated by name herein, there are some other persons who have or claim some right, title, interest or lien in, to or upon the real estate or some part thereof in this Complaint described as Unknown Spouses, if any, of Cecil A. Archbold and Maria A. Archbold, that the names of such other persons so interested in this action are unknown to Plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made parties defendant to this action by the name and description of UNKNOWN OWNERS.

Exhibit A

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B. Plaintiff avers that in addition to persons designated by name herein, and the unknown Defendants hereinbefore referred to, there are other persons who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate sought to be foreclosed in this Complaint; that the name of each of such other person or persons is unknown to Plaintiff, and on diligent inquiry cannot be ascertained, and all such persons are hereby made parties defendant to this proceeding by the name and description of UNKNOWN OWNERS.

C. Plaintiff avers that in addition to persons designated by name herein, and the unknown Defendants hereinbefore referred to, there are other persons who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate sought to be foreclosed in this Complaint, that the name of each of such other person or persons is unknown to Plaintiff, and on diligent inquiry cannot be ascertained, and all such persons are hereby made parties defendant to this proceeding by the name and description of NON-RECORD CLAIMANTS.

2. Attached as Exhibit "A" is a copy of said Mortgage and as Exhibit "B" is a copy of the Note secured thereby.

3. Information concerning Mortgage.

A. Nature of instrument: Mortgage.

B. Date of Mortgage: April 22, 1993.

C. Name or names of Mortgagor(s): Cecil A. Archbold and Maria A. Archbold.

D. Name or names of Mortgagee: Kathleen A. Galvan.

E. Date and place of recording, or of filing, if land is registered under "an Act concerning land titles," approved May 1, 1897, as heretofore and hereinafter amended:

In the Office of Recorder of Deeds, Cook County, Illinois, on April 23, 1993.

F. Identification of recording: Document No.93302569

G. Interest subject to this Mortgage: Fee simple.

H. Amount of original indebtedness, including subsequent advances made under the Mortgage: \$34,431.00

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I. Legal description of the mortgaged real estate and its common address:

Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Block 3 in Cryer's State Street Addition, a Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-27-429-026

Commonly known as: 1701 and 1717 State Street
Calumet City, Illinois 60409

J. Statements as to defaults.

- (a) Defendants have failed to make their required monthly payments.
- (b) That a default occurred for failure to make the payments due April 22, 1996, and thereafter, and as of October 22, 1996, the Mortgagor(s) are in default and in arrears in the total amount of \$ 33,767.62 excluding mortgage foreclosure costs and fees.*

A breakdown of this \$33,767.62 amount is as follows:

	through	
(Months x \$	Per Month)

Late Charges

Total

- (c) Statement as to unpaid principal, interest, advances, other charges and total amount due as of October 22, 1997.

- (i) That by reason of said default, Plaintiff has declared the full balance immediately due and payable. The total unpaid principal balance, not including court costs, attorneys' fees, title charges and interest accrued thereafter, as of October 22, 1997 are as follows:

Unpaid Principal

\$33,068.39

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Unpaid Interest	699.00
Late Charges	
Tax Advances	
Interest on Tax Advances	
Total	\$TBB

(ii) Interest continues to accrue on said balance at the rate of \$7.68 per day.

K. Name or names of present owner(s) of the real estate:

Cecil A. Archbold
Maria A. Archbold

L. Names of other persons who are joined as Defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

Unknown Spouses
Unknown Owners
Non-Record Claimants
LaSalle Talman Bank FSB

M. Name or names of persons claimed to be personally liable for deficiency:

Cecil A. Archbold
Maria A. Archbold

N. Capacity in which Plaintiff brings this foreclosure: Plaintiff owns and holds the Note secured by the Mortgage recorded as Document No. 93302569 together with all the indebtedness secured thereby.

O. Facts in support of shortened ~~redemption~~ period, and/or waiver of right of redemption: None.

P. Facts in support of request for delivery of attorneys' fees and of costs and expenses:

That pursuant to the terms of the Note and Mortgage, the Mortgagors have obligated themselves to pay for the attorneys' fees, court costs, title costs, and other expenses which Plaintiff has been and will be required to expend in the prosecution of this foreclosure.

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- Q. Facts' in support of a request for appointment of Mortgagee in possession or for appointment of receiver, and identity of such receiver, if sought: None.
- R. Offer to Mortgagor in accordance with 735 ILCS 5/15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the Mortgage without judicial sale: None.

PRAYER

Plaintiff prays for:

1. A judgment to foreclose said Mortgage.
2. An order granting shortened redemption, if sought.
3. A personal judgment for deficiency.
4. An order granting possession, if sought.
5. An order placing the Mortgagee in possession or appointment a receiver, if sought.
6. A judgment for attorneys fees, costs and expenses.
7. Such other and further relief as equity may require.

Kathleen A. Galvan

By: _____

Her Attorney

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3386

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

KATHLEEN A. GALVAN,

Plaintiff,

v.

CECIL A. ARCHBOLD, MARIA A. ARCHBOLD, and UNKNOWN OWNERS and NON-RECORD JOINT CLAIMANTS,

Defendants.

No. 98 CH 5503

STIPULATION TO DISMISS ACTION

It is hereby stipulated and agreed by and between the parties to the above entitled action, through their respective attorneys, that said action be dismissed with prejudice and without costs to either party, all costs having been paid and all matters in controversy for which said action was brought having been fully settled, compromised and adjourned.

JUNE 12, 2000

19.....

Name Richard Michaels
Attorney for plaintiff
Address 309 W Washington
City Chicago IL 60606
Telephone 312 782 1300
Atty No. 66911

ROBERT PETERSON
Attorney ... for defendant ...
Address 39 S LaSalle Street
Chicago IL 60603
Telephone 312 236 5629



AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Exhibit B

TB