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(Rev. 6/11/02) CCG 0015

Memorandum of Judgment

3007



Doc#: 1515534072 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/04/2015 01:20 PM Pg: 1 of 9

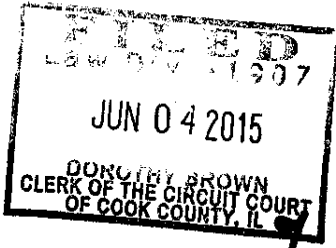
IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

CONDON & COOK, LLC

v.

THEODORE MAVRAKIS

Recorder's Stamp



No. 2014 L 11662



MEMORANDUM OF JUDGMENT

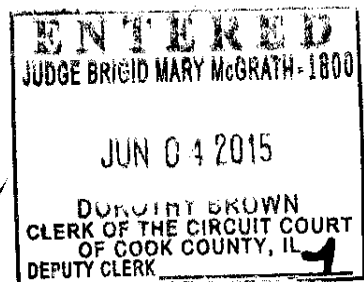
On May 14, 2015, judgment was entered in this court
in favor of the plaintiff CONDON & COOK, LLC
and against defendant THEODORE MAVRAKIS
whose address is 36 PARK LANE, GOLF, IL 60029
in the amount of \$ 115,935.05 + Costs of \$397.00

Judge

Judge's No.

Atty. No.: 21392
Name: CONDON & COOK, LLC
Atty. for: Plaintiff
Address: 745 North Dearborn Street
City/State/Zip: Chicago, IL 60654
Telephone: 312 266-1313

CCRD REVIEWER



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OUR FILE NO.: 841.16428

THE ATTACHED MEMORANDUM OF JUDGMENT IS IN REFERENCE TO:

LEGAL DESCRIPTION:

PARCEL 1: THE SOUTH 128 FEET OF THE NORTH 300 FEET OF THE EAST 177 FEET OF THE WEST 228 FEET AND THE SOUTH 92 FEET OF THE NORTH 300 FEET OF THE EAST 72 FEET OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS CREATED AND GRANTED BY EASEMENT FOR INGRESS AND EGRESS DATED JULY 7, 1989 RECORDED JULY 13, 1989 AS DOCUMENT 89318211 BY AND BETWEEN HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE TO BREMEN BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 85-2641, AND BEVERLY TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 8-8788, OVER THE FOLLOWING DESCRIBED PREMISES: THE SOUTH 18 FEET OF THE NORTH 172 FEET OF THE EAST 45 FEET OF THE WEST 96 FEET OF THE NORTHEAST 1/4 SECTION OF 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 15901 S. OAK PARK AVENUE, TINLEY PARK, ILLINOIS 60477

TAX PARCEL NO.: 28-19-200-022-0000

Return Mail to:

CONDON & COOK, LLC
745 North Dearborn Street
Chicago, IL 60654

T: (312) 266-1313
F: (312) 266-8148

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

CONRAD & COOK LLC



v.

NO. 2014 L 011662

THEODORE MARRAKIS

ORDER

This cause coming before the Court for an evidentiary hearing on Plaintiff's Motion to Enforce Settlement Agreement, the Court having heard the testimony of all witnesses, and heard argument of counsel, It is hereby ordered:

4246 (1) The Plaintiff's Motion to Enforce Settlement is hereby granted;

4251 (2) The Court finds that the terms of the Settlement include that each party is to release one another in full regarding all claims that they have against one another.

4251 (3) The Court finds that the Settlement is binding upon Plaintiff and Defendant and the agreement is set forth in Exhibit A-1 to the Motion, and is incorporated herein and attached hereto.

5293 (4) The Plaintiff's Motion for Attorney Fees in presenting this Motion is denied.

(5) The case is hereby dismissed. 4011

Firm CONRAD & COOK LLC
Attn. for: PLAINTIFF
Address: 745 N. DEARBORN ST
City/Zip: CHICAGO, IL 60654
Telephone: 312-266-1313
Firm No.: 21392

FILE STAMP ONLY
ENTERED
JUDGE BRIGID MARY McGRATH-1800
MAY 14 2015
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

ENTERED:

Judge Brigid Mary McGrath

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Property of Cook County Clerk's Office

SEARCHED INDEXED SERIALIZED FILED
JUN - 2 2015
Cook County Clerk of the Circuit Court
Clerk of the Circuit Court
Cook County, Illinois

UNOFFICIAL COPY**2014 L 11662****SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This is a Settlement Agreement and Mutual Release between CONDON & COOK, LLC. (hereinafter "COOK") and THEODORE MAVRAKIS (hereinafter "MAVRAKIS"), with regard to the claim of COOK in Cause No. 2014 L 11662, pending in the Circuit Court of Cook County, Illinois, County Department, Law Division, for legal fees in the amount of One Hundred Ten Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$110,538.05) and the Judgment entered against MAVRAKIS on March 18, 2015 for One Hundred Ten Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$110,538.05), plus Three Hundred Ninety Seven Dollars (\$397.00) in costs.

WHEREAS, COOK filed a Complaint in the Circuit Court of Cook County, Illinois, County Department, Law Division, No. 2014 L 11662, requesting judgment against MAVRAKIS for legal fees due and owing from a prior legal representation of MAVRAKIS and the costs of the action;

WHEREAS, COOK obtained a judgment in Cause No. 2014 L 11662, pending in the Circuit Court of Cook County, Illinois, County Department, Law Division, against MAVRAKIS, in the amount of One Hundred Ten Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$110,538.05), plus costs in the amount of Three Hundred Ninety Seven Dollars (\$397.00), on March 18, 2015;

WHEREAS, MAVRAKIS has agreed to pay the amount of One Hundred Fifteen Thousand Nine Hundred Thirty Five Dollars and Five Cents (\$115,935.05), the additional \$5,000 being the legal fees due Attorney Frances J. ("Jack") Leyhane, III "(Leyhane)", in accordance with the terms and conditions of this Settlement Agreement;

WHEREAS, COOK has agreed to vacate the judgment of March 18, 2015, in exchange for payment by MAVRAKIS of the judgment, the court costs incurred by COOK and the aforementioned legal fees due Leyhane, in accordance with the terms and conditions of this Settlement Agreement.



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IT IS THEREFORE AGREED BETWEEN COOK AND MAVRAKIS AS FOLLOWS:

1. The **WHEREAS** Clauses are hereby incorporated into this Settlement Agreement, as if recited herein verbatim.
2. On April 24, 2015, by agreement of COOK and MAVRAKIS, the Judgment of March 18, 2015 in Cause No. 2014 L 11662, now pending in the Circuit Court of Cook County, Illinois, County Department, Law Division, in the amount of One Hundred Ten Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$110,538.05), plus costs in the amount of Three Hundred Ninety Seven Dollars (\$397.00), was vacated with leave to reinstate.
3. In exchange for the vacation of the judgment on March 18, 2015 in Cause No. 2014 L 11662, now pending in the Circuit Court of Cook County, Illinois, County Department, Law Division, in the amount of One Hundred Fifteen Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$115,538.05), plus costs in the amount of Three Hundred Ninety Seven Dollars (\$397.00), MAVRAKIS agrees to pay the amount of One Hundred Fifteen Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$115,538.05), plus costs, in the amount of Three Hundred Ninety Seven Dollars (\$397.00), under the terms and conditions set forth in this Settlement Agreement.
4. Within ninety days of the date of this Agreement, MAVRAKIS will sell a real estate property owned by him at 1601 Sherman, Evanston, Illinois. The Legal Description of the property, commonly known as 1601 Sherman, Evanston, Illinois, is attached as Exhibit "A" to this Settlement Agreement.
5. COOK will be paid Sixty Thousand Dollars (\$60,000.00) out of the proceeds of the sale of the property, commonly known as 1601 Sherman, Evanston, Illinois, and the RESPA for that sale will specifically name COOK as a party to be paid at the closing the sum of Sixty Thousand Dollars (\$60,000.00), to be wired to COOK's business account on the same date as the closing.

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6. On the date of the execution of this Settlement Agreement, MAVRAKIS will execute a Promissory Note, payable to CONDON in the amount of \$60,000.00 and a Second Mortgage, as security for the Promissory Note, in the amount of Sixty Thousand Dollars (\$60,000.00), in a form acceptable to COOK, and will place the Second Mortgage as a recorded lien on file at the Office of the Cook County Recorder of Deeds, against the real estate commonly known as 1601 Sherman, Evanston, Illinois.
7. The balance of Fifty Five Thousand Nine Hundred Thirty Five Dollars and Five Cents (\$55,935.05) shall be paid by MAVRAKIS to CONDON on or before December 1, 2015.
8. On the date of the execution of this Settlement Agreement, MAVRAKIS will prepare and execute a Promissory Note, payable to CONDON, in the amount of Fifty Five Thousand Nine Hundred Thirty Five Dollars and Five Cents (\$55,935.05), and a Second Mortgage, as security for the Promissory Note, in the amount of Fifty Five Thousand Nine Hundred Thirty Five Dollars and Five Cents (\$55,935.05), in a form approved by CONDON, and will place the Second Mortgage as a recorded lien (to be filed at the Office of the Cook County Recorder of Deeds) on the property, commonly known as 15901 Oak Park Avenue, Tinley Park, Illinois, which has equity in excess of One Hundred Fifty Thousand Dollars (\$150,000.00). The Legal Description of the property, commonly known as 15901 Oak Park Avenue, Tinley Park, Illinois, is attached as Exhibit "B" to this Settlement Agreement.
9. In the event that the payments required to be made by MAVRAKIS, as set forth in this Settlement Agreement, are not made and MAVRAKIS is, thereby, in default, CONDON will have the right, upon Notice and Motion, to reinstate the judgment against MAVRAKIS in the amount of One Hundred Fifteen Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$115,538.05), plus Three

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Hundred Ninety Seven Dollars (\$397.00) in costs, minus all payments made in accordance with this Settlement Agreement.

10. As a bargained for condition of this Settlement Agreement and Mutual Release, the parties agree as follows:
- (a) **MAVRAKIS Release.** Upon Mavrakis' receipt of Cook's signed Settlement Agreement and Mutual Release, MAVRAKIS does hereby release, remise and forever discharge COOK, and each of its partners, officers, directors, members, employees, agents, consultants, insurers, predecessors, assigns, and successors, as an entity and individually, from any and all claims, demands, causes of action, damages, losses, and expenses, including, without limitation, attorneys' fees and costs, consultants' fees and costs, and contractor fees and costs, of every kind and nature, whether asserted or unasserted, known or unknown, anticipated or unanticipated, that MAVRAKIS has, may have had, or which may hereafter arise against COOK related in any way to the Litigation now or recently pending against MAVRAKIS as American Arbitration Association Matter No. No. 51140113113, or the Chancery Suit filed in the Circuit court of Cook County as Case Number 2013 CH 19439, entitled "VPC PIZZA FRANCHISE, L.L.C vs. THEODORE MAVRAKIS, ORIGINAL PIZZA L.L.C., TANIA MAVRAKIS and THEODORE PIRPIRIS," (hereinafter collectively referred to as the "VPC Litigation."
- (b) **COOK RELEASE.** Upon COOK's receipt of Mavrakis signed Settlement Agreement and Mutual Release, the two signed and executed Promissory Notes, and Second Mortgages duly recorded at the Recorder of Deeds' Office, COOK then conditionally hereby releases, remises and forever discharges MAVRAKIS and each of his agents, servants and employees, agents, consultants, insurers, predecessors, assigns, and successors, individually, from any and all claims, demands, causes of action, damages, losses, and expenses, including, without limitation, attorneys' fees and costs, consultants' fees and costs, and contractor fees and costs, of every kind and nature, whether asserted or unasserted, known or unknown, anticipated or unanticipated, that COOK has, may have had, or which may hereafter arise against MAVRAKIS related in any way to the VPC Litigation, upon the condition that MAVRAKIS first tenders to COOK the total sum of (\$115,538.05), plus costs, in the amount of Three Hundred Ninety Seven Dollars (\$397.00), in the two payments set forth above. Until this condition precedent has been met by MAVRAKIS, COOK has the right to reinstate the collection action, Cause No. 2014 L 11662, and further has the right to seek to reinstate the judgment in said Cause dated March 18, 2015 in the sum of One Hundred Ten Thousand Five Hundred Thirty Eight Dollars and Five Cents (\$110,538.05), plus Three Hundred Ninety Seven Dollars (\$397.00) in costs.

