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Doc#: 1607050325 Fee: \$74.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2016 01:40 PM Pg: 1 of 3

FIDELITY NATIONAL TITLE

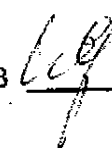
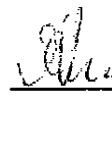
SC15012442 1 & 2

AGREEMENT AND MUTUAL AND GENERAL RELEASE

Now come the parties hereto DONALD R. BENECKE and CHRISTINE C. BENECKE (hereafter "Sellers") and WIESLAW GIZYNSKI and ALDONA RZESZOTARSKA (hereafter " Purchasers"), and for good and valuable mutual consideration, which the parties acknowledge, state and allege and agree as follows:

1. Sellers and Purchasers entered into a real estate contract (hereafter "failed agreement") dated September 5, 2015 for unimproved real estate commonly known as 420 N. River Road, Lot 1 and Lot 2, Mount Prospect, Cook County, Illinois - and disputes have arisen relating to that failed agreement, which has not led to a closing. The tax identification PIN number for this real estate is: 03362080300000 and the Legal Description for this real estate is : That Part of the South 16.47 chains of the North East Quarter of Section 36, Township 42 North, Range 11 East of the Third Principal Meridian Lying West of Wheeling Road (now River Road) described as follows: Beginning at a point in the Westerly Line of River Road and 398.89 Feet Northerly of South Line of Said North East Quarter Measured on Westerly Line of Said River Road (which is 33 feet Westerly of center line of said River Road) thence Northerly on the Westerly Line of said Road 114.50 feet, thence Westerly at right angles to Westerly Line of said road 245.66 feet to point 160 feet east of east line of Graylynn Drive in Merrion's Addition to Forest River, thence South along a Line 160 feet East of and parallel with East Line of said Graylynn Drive, a distance of 115.17 feet; thence Easterly a distance of 233.20 feet to place of beginning, in Cook County, Illinois.

2. After the execution of the failed agreement, Purchasers tendered \$5000 in earnest monies in check number 1358 dated September 5, 2015 which was deposited into an escrow account of Berkshire Hathaway, Seller's real estate broker in this transaction. Those monies by agreement were removed from that account, and a check for \$5000 was made to the order of ALDONA RZESZOTARSKA and WIESLAW GIZYNSKI. Upon the receipt of this check by Purchasers, the Sellers shall cause this instrument to be recorded against the real estate - and if Sellers are required to have Purchasers sign any other document so that the real estate can be sold by Sellers to third parties free and clear of any interests of Purchasers herein, Purchasers agree to so cooperate.

_____ DB _____ CB  WG  AR

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3. The Sellers have subsequent to the execution of the failed agreement entered into a contract for the sale of this real estate to different parties - and the Purchasers have recorded the failed agreement against the real estate in the form of Cook County Document #1602256259- and all parties hereto have agreed that it is in their best respective interests -without any admission of liability or fault by any of the parties hereto - to forever settle any and all disputes by and between the parties hereto- and by the execution of this agreement and upon the tender of the \$5000 check to Purchasers as listed above, the Purchasers release this recording and waive any and all rights to this real estate and the parties hereto hereby generally and mutually release each other from any and all matters, actions, potential actions or causes, which arose or which may in any way be deemed to have arisen relating to the failed agreement, now and forever.

4. Each party hereto understands each and every term and condition of this agreement, each party is represented by an Illinois attorney of his or her choice, and each party has knowingly and voluntarily entered into this agreement and agrees to be bound thereby. This agreement can be executed in counterparts. Each party signs in its individual capacity and as an agent of any contracting party.

5. This agreement has been entered into in Illinois - and the laws of Illinois apply thereto. If any part of this agreement is found by any Court to be unenforceable as a matter of law, the parties agree that any such party will be excised and the rest of the agreement will remain in full force and effect.

UNDERSTOOD AND AGREED:

_____ DONALD R. BENECKE DATE: _____

_____ CHRISTINE C. BENECKE DATE: _____

Wieslaw Gizynski WIESLAW GIZYNSKI DATE: 3/11/2016
Aldona Rzeszotarska ALDONA RZESZOTARSKA DATE: 3/11/2016

Sellers' attorney and after recording return to: Ernest L. Rose, Esq., Drost Kivlahan McMahon & O'Connor LLC, 11 South Dunton Avenue, Arlington Heights, IL 60005

Prepared by: Adam J. Augustynski, Attorney for Purchasers, 5850 W. Bryn Mawr Avenue, Chicago, IL 60646.

_____ DB _____ CB *[Signature]* WG *[Signature]* AR

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EXHIBIT A

Order No.: SC15012442

For APN/Parcel ID(s): 03-36-208-030-0000 and 03-36-208-031-0000

For Tax Map ID(s): 03-36-208-030-0000 and 03-36-208-031-0000

PARCEL 1:

THAT PART OF THE SOUTH 16.47 CHAINS OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF WHEELING ROAD (NOW RIVER ROAD) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF RIVER ROAD AND 398.89 FEET NORTHERLY OF SOUTH LINE OF SAID NORTH EAST QUARTER MEASURED ON WESTERLY LINE OF SAID RIVER ROAD (WHICH IS 33 FEET WESTERLY OF CENTER LINE OF SAID RIVER ROAD) THENCE NORTHERLY ON THE WESTERLY LINE OF SAID ROAD 114.50 FEET, THENCE WESTERLY AT RIGHT ANGLES TO WESTERLY LINE OF SAID ROAD 245.66 FEET TO POINT 160 FEET EAST OF EAST LINE OF GRAYLYNN DRIVE IN MERRION'S ADDITION TO FOREST RIVER, THENCE SOUTH ALONG A LINE 160 FEET EAST OF AND PARALLEL WITH EAST LINE OF SAID GRAYLYNN DRIVE, A DISTANCE OF 115.17 FEET; THENCE EASTERLY A DISTANCE OF 233.20 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SOUTH 16.47 CHAINS OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF WHEELING ROAD (NOW RIVER ROAD) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF RIVER ROAD AND 284.39 FEET NORTHERLY OF SOUTH LINE OF SAID NORTH EAST QUARTER MEASURED ON WESTERLY LINE OF SAID RIVER ROAD (WHICH IS 33 FEET WESTERLY OF CENTER LINE OF SAID RIVER ROAD) THENCE NORTHERLY ON THE WESTERLY LINE OF SAID ROAD 114.50 FEET THENCE WESTERLY AT RIGHT ANGLES TO WESTERLY LINE OF SAID ROAD 233.20 FEET TO A POINT 160 FEET EAST OF EAST LINE OF GRAYLYNN DRIVE IN MERRION'S ADDITION TO FOREST RIVER THENCE SOUTH ALONG A LINE 160 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID GRAYLYNN DRIVE A DISTANCE OF 115.17 FEET THENCE EASTERLY A DISTANCE OF 220.75 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.