

# UNOFFICIAL COPY

## CLAIM FOR LIEN

This document prepared by  
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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/26/2018 02:42 PM PG: 1 OF 5

THE ABOVE SPACE RESERVED FOR USE BY THE COUNTY RECORDER'S OFFICE

THE CLAIMANT, **CHR SOULA KOZONIS**, of 4849 N. Milwaukee Avenue, Suite 302, County of Cook, City of Chicago, State of Illinois hereby files and claims a lien against **BRANKO TUPANJAC** ("Owner") upon his interest in the property described herein:

**THE EAST 9 INCHES OF LOT 12, ALL OF LOT 13 AND THE WEST 6 FEET OF LOT 14 IN SUB BLOCK 1 OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Permanent Real Estate Index Numbers: **17-10-206-012-0000**

Address of Real Estate: **233 E Ontario Street  
CHICAGO, ILLINOIS 60611 (the "Property")**

Claimant states that on May 15, 2017, Claimant and Owner entered into a Settlement Agreement in Case No. 2017 L 000488 and attached hereto as Exhibit A. Claimant further states that Paragraphs 2 and 4 of the Settlement Agreement provide for the creation of a lien, for the sum of **NINE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$950,000.00)** plus interest at a yearly rate of four percent (4%) commencing on August 14, 2012, in the Property which remains due and owing as of the date hereof.

IN WITNESS WHEREOF, the Claimant has caused her name to be signed to these presents on this 26th day of January 2018.

Chrisoula Kozonis

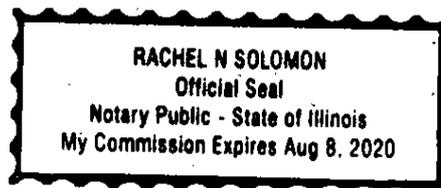
STATE OF ILLINOIS, COUNTY OF COOK, ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Chrisoula Kozonis**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this' day in person, and acknowledged that she signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of January, 2018

(Notary Public)

My Commission Expires: August 8, 2020



*Bm*

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COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
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## Exhibit A

COOK COUNTY  
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RECORDER OF DEEDS

Property of Cook County Clerk's Office

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## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is made and entered into on this 15TH day of MAY, 2017 ("Effective Date"), by and between CHRISOULA KOZONIS ("Kozonis") and BRANKO TUPANJAC ("Tupanjac").

### WITNESSETH:

WHEREAS, on January 13, 2017, Kozonis filed a Complaint for Breach of Note and Other Relief, in the Circuit Court of Cook County, Illinois, County Department, Law Division, Case No. 2017 L 000488 ("Lawsuit"), against Tupanjac for breach of a promissory note.

WHEREAS, the promissory note at issue was given to Kozonis by Tupanjac in exchange for Kozonis canceling a prior promissory note given to Kozonis by Tupanjac, which said prior promissory note was in exchange for Kozonis transferring to Tupanjac her interest in a property and business venture the parties had undertaken.

WHEREAS, the promissory note, dated as of February 12, 2012 ("Note"), matured on August 14, 2012 ("Maturity Date"), accrues interest at a rate of ten percent (10%) per annum from the Maturity Date until the entire principal amount is paid in full, and, as of the Effective Date, Tupanjac has made no payments, of either principal or interest, to Kozonis.

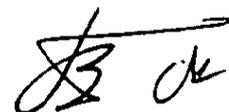
WHEREAS, on April 14, 2017, Tupanjac filed an Answer to Complaint and Affirmative Defenses in the Lawsuit, in which, among other things, Tupanjac denies liability to Kozonis for the Note.

WHEREAS, in lieu of the expenses and time involved in litigation, the parties wish to resolve amicably their differences, to resolve the disputes between them concerning the facts alleged in the Lawsuit, and to compromise, settle, and resolve all claims or causes of action they may have against the other with regard to such facts or with regard to their conduct of the prosecution or defense of the Lawsuit.

NOW THEREFORE, in mutual consideration of the foregoing and of the following representations and undertakings, the Parties agree as follows:

1. Tupanjac agrees to pay Kozonis the principal sum of NINE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$950,000.00). Interest will be charged on unpaid principal and interest at a yearly rate of four percent (4%), commencing upon the Maturity Date and continuing until the full amount of principal and interest has been paid (the total amount of principal and interest due hereunder, collectively, "Settlement Payment").

2. The Settlement Payment shall be first paid from proceeds due Tupanjac or from Tupanjac's interest from/in the following:



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- a. The real and personal property located at 233 E. Ontario Street, Chicago, Illinois and the businesses located thereon (including, but not limited to, the Ivy Hotel) ("Ontario Collateral"); and/or
- b. The real and personal property located at 700 Sheridan Road, Highwood, Illinois and the businesses located thereon ("Highwood Collateral").
- c. In the event Kozonis reasonably deems proceeds from the Ontario Collateral and/or the Highwood Collateral as insufficient to satisfy the entire Settlement Payment, the Settlement Payment shall then be satisfied by Tujanjac's other assets.

3. In consideration of Tujanjac's agreement to pay Kozonis the Settlement Payment, Kozonis agrees to voluntarily dismiss the Lawsuit and to cancel the Note. Promptly following the full execution of this Agreement, Kozonis and Tujanjac shall file a motion to voluntarily dismiss the Lawsuit and a proposed agreed order dismissing the Lawsuit with prejudice.

4. To the maximum extent permitted by law, the Settlement Payment shall constitute a lien and have priority over any and all of Tujanjac's future creditors in the proceeds due Tujanjac or from Tujanjac's interest from/in the Ontario Collateral, the Highwood Collateral, and the other assets. In addition, the Settlement Payment shall have priority over any payment(s) to Tujanjac or his affiliates from the proceeds due Tujanjac or from Tujanjac's interest from/in the Ontario Collateral and the Highwood Collateral.

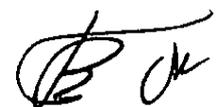
5. The Ontario Collateral is the subject matter of litigation proceeding in the Circuit Court of Cook County, Illinois, County Department, Law Division, Case No. 2013 L 002906, consolidated with Case No. 2013 L 003364. Notwithstanding anything in this Agreement to the contrary, Kozonis shall be permitted to take all necessary action to secure full payment of the Settlement Payment.

6. The parties hereby mutually release, acquit, and forever discharge each other, of and from any and all actions, causes of action, suits, claims, demands, rights, controversies, debts, agreements, damages, costs, expenses, liabilities, and compensation whatsoever which they now have or may hereafter have on account of or arising out of the incidents more fully described in the Lawsuit. Nothing contained in this Agreement shall operate to release or to discharge the parties from any claims, rights, or causes of action arising out of the breach of any of the obligations imposed by this Agreement.

7. This Agreement may be executed in one or more copies, all of which shall constitute and be construed as a single instrument upon delivery and exchange of such signed copy by the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No representations, promises, or side agreements have been made by any party hereto, except as set forth in this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective predecessors, successors, subsidiaries, affiliates, agents, heirs, representatives, and assigns.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to conflicts of law doctrines. Any dispute or controversy between the parties



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arising in connection with this Agreement shall be submitted to the court presiding over the Lawsuit, or, if the court presiding over the Lawsuit declines jurisdiction, to a state or federal court in the State of Illinois. Each party agrees to personal jurisdiction in the State of Illinois for such purposes.

10. In the event of a final judicial determination that a party breached this Agreement, the breaching party shall compensate the non-breaching party for damages resulting from the breach, including, with limitation, reasonable attorney's fees and costs.

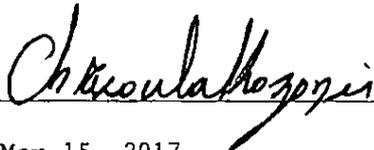
11. No provision of this Agreement may be amended, modified, supplemented, or waived, except by a written agreement signed by both parties.

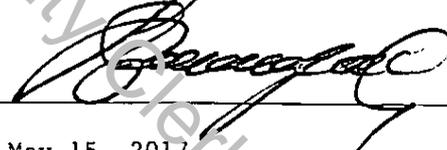
12. Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Lawsuit, this Agreement, and the matters and documents referred to herein, the filing of the agreed order, and all related matters. The parties acknowledge that in executing this Agreement they have carefully reviewed and had the opportunity to review the terms of this Agreement, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Agreement shall not be construed presumptively against any of the parties to this Agreement.

13. This Agreement shall become effective as of the Effective Date.

CHRISOULA KOZONIS

BRANKO TUPANJAC

  
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Date: May 15, 2017

Date: May 15, 2017

