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Doc# 1816419055 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/13/2018 02:28 PM PG: 1 OF 6

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made and entered into as of May, \_\_\_\_\_, 2018 (the "Effective Date"), by and between JURLEAN MARKET ("Plaintiff") and BETTY HOLMES, ("Defendant") on behalf of themselves, their respective heirs, executors, administrators, agents, and assignees (Plaintiff and Defendants are referred to herein collectively as the "Party" or "Parties.")

WHEREAS, a dispute has arisen between the Parties regarding certain monies loaned and advanced to Defendant for the payment of various expenses having to do with Defendant's real property commonly known as 3241 W. Chicago Avenue, Chicago, Illinois and described as Exhibit A, (hereinafter "the Premises"); and,

WHEREAS, Plaintiff has filed an action in Court in the matter of JURLEAN MARKET v. BETTY HOLMES, et al., et al, Case No. 13 L-011218 and later re-numbered as Case No. 17 L-11300, in the Circuit Court of Cook County, Illinois (the "Litigation"); and,

WHEREAS, Defendant has filed a Chapter 13 Bankruptcy case in the United States Bankruptcy Court as case No. 16-13293, but which case has now been dismissed; and,

WHEREAS, on July 22, 2016 Plaintiff filed a Proof of Claim in said case for \$37,643.28 which claim was not disputed by Defendant; and

WHEREAS, the Parties have agreed to resolve the Litigation in accordance with the terms of this Agreement; and,

WHEREFORE, intending to be legally bound, the Parties hereby agree as follows:

**1. Lien on Subject Premises**

a. Execution and recording of this Instrument shall place a lien upon the subject premises in the amount of \$40,000.00.

b. Within one (1) court day of recording the aforesaid Lien, Plaintiff, through its attorneys will file a Stipulation of Dismissal as to all parties (with prejudice) of the Litigation with the Court.

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## 2. Mutual Release

In consideration for the Settlement Payment described in paragraph 1 above and other good and valuable consideration, receipt of which is hereby acknowledged, the Plaintiff does hereby release, acquit, and forever discharge Defendant, BETTY HOLMES., and her respective officers, shareholders and employees, holding companies, subsidiaries, affiliates, divisions, successors, heirs, and assigns, from any and all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of any matter, cause or thing whatsoever, from the first day of the world, including this day and each day hereafter, and Plaintiff does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Agreement. In addition, the Defendant does hereby release, acquit, and forever discharge Plaintiff, JURLEAN MARKET, and her respective officers, shareholders and employees, holding companies, subsidiaries, affiliates, divisions, successors, heirs, and assigns, from any and all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of any matter, cause or thing whatsoever, from the first day of the world, including this day and each day hereafter, and Defendant does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Agreement.

## 3. Dismissal of Lawsuit

It is understood and agreed that each Party shall pay the costs and attorneys' fees it incurred in connection with the Litigation and that no Party is to pay the costs or attorneys' fees incurred by any other Party.

## 4. Indemnification

The parties will indemnify, defend, and hold each other, and their respective officers, shareholders and employees, holding companies, subsidiaries, affiliates, divisions, successors, heirs, and assigns (the "Indemnified Parties"), free and harmless from any and all third-party claims, obligations, losses, suits, demands, judgments, interest, penalties, fines, costs and expenses (including, but not limited to reasonable attorneys' fees and costs), damages, or liability of any kind whatsoever that are asserted against the Indemnified Parties to the extent they may arise from any matter arising out of or related to the Litigation or Escrowed Funds. With respect to the defense of any claim or litigation to which the above indemnification provision applies, the Indemnified Parties shall have the right to select counsel of their own choice and direct and control the defense of the action and any settlement as they deem proper. Each Indemnified Party shall provide the other Indemnified Party with prompt written notice in the event of the receipt of knowledge of any claim or cause of action against the Indemnified Parties to

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which they believe this indemnity provision applies and shall cooperate with and provide reasonable assistance to each other in the defense of such claim or cause of action.

## 5. No Admission of Liability

The Parties agree that nothing contained herein, and no action taken by any Party with respect to this Agreement, shall be construed as an admission of liability.

## 6. Entire Agreement

a. This Agreement constitutes the complete understanding between the Parties. No other promises, representations, or agreements shall be binding unless signed by these Parties.

b. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by all Parties to the Agreement.

## 7. Severability

In the event that any court of enforcement authority determines that any provision of this Agreement is unenforceable, the provision at issue shall be enforced to the maximum extent permitted by law, and all other provisions shall remain in full effect.

## 8. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its provisions regarding choice of law.

## 9. Costs of Enforcement

The Parties agree that if this Agreement is breached, the breaching Party shall save and hold harmless the non-breaching Party from any and all claims, costs, and expenses including, but not limited to, reasonable attorneys' fees incurred as a result of the breach.

## 10. Execution in Counterparts

It is understood and agreed that this Agreement may be executed in identical counterparts and may be transmitted by email or facsimile, each of which shall be deemed an original for all purposes.

## 11. Authorization to Act

The Parties warrant that they are authorized and empowered to execute this Agreement on their own behalf and on behalf of any person or entity for which they have signed the Agreement.

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12. **Voluntary Act**

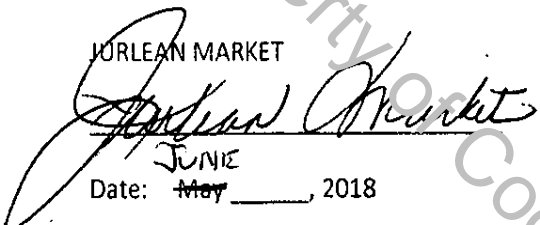
a. The Parties acknowledge that they have read this Agreement and agree to the terms as set forth in it.

b. Further the Parties acknowledge that they have had an opportunity to consult with legal counsel and any other advisers they wish of their own choice with respect to the contents hereof and are signing this Agreement of their own free will.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing Release and Settlement Agreement.

"PLAINTIFF"

JURLEAN MARKET

  
Date: ~~May~~ <sup>JUNE</sup> \_\_\_\_\_, 2018

STATE OF ILLINOIS )

) SS

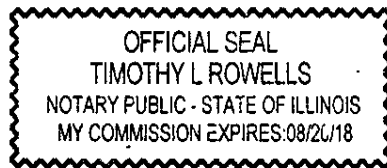
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, In the State aforesaid, DO HEREBY CERTIFY that JURLEAN MARKET 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 the foregoing instrument as her free and voluntary act, for the uses and purposes set forth therein.

Subscribed and sworn to before me this <sup>JUNE</sup> 12 day of ~~May~~, 2018.



NOTARY PUBLIC



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"DEFENDANT"

BETTY HOLMES

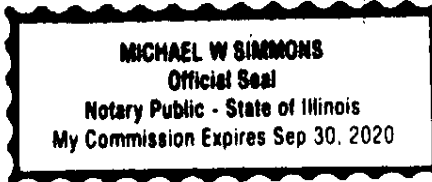
Betty Holmes

Date: May 31, 2018

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )



I, the undersigned, a Notary Public in and for said County, In the State aforesaid, DO  
 HEREBY CERTIFY that BETTY HOLMES  
 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 the  
 foregoing instrument as her free and voluntary act, for the uses and purposes set forth therein.

Subscribed and sworn to before me this 31<sup>st</sup> day of May, 2018.

Michael W. Simmons  
 NOTARY PUBLIC

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 53 in Armington's Subdivision of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3239-41 W. Chicago Avenue, Chicago, Illinois

P.I.N. - 16-11-206-007-0000

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