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Doc#. 1902249126 Fee: \$54.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/22/2019 10:14 AM Pg: 1 of 4

MEMORANDUM OF RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that Golden Oil Company Inc., for an in consideration of contained in the attached Exhibit, and for other good and valuable considerations, the receipt whereof is acknowledged therein, released all its rights or claim for any rights it may have acquired in, through a Memorandum of Retail Dealer Petroleum Purchase Agreement, dated June 6, 2018 and recorded on June 11, 2018 in the Office of the Recorder of Deeds of Cook County, in the State of Illinois bearing the document number 1816216016 on real property situated in the County of Cook, State of Illinois, as follows to wit:

LEGAL DESCRIPTION

LAND SITUTATED IN THE VILLAGE OF BELLWOOD, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

LOTS 140 AND 141 AND 142 (EXCEPT THE EAST 20 FEET OF SAID LOTS) IN FIRST ADDITION TO CUMMINGS AND FOREMANS REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK IN THE WEST ½ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 15-09-300-029-0000, 15-19-300-030-0000 and 15-09-300-031-0000

Commonly Known as: 503 S. Mannheim Rd., Bellwood IL 60104

SEE ATTACHED EXECUTED RELEASE

THIS DOCUMENT WAS PREPARED BY:
LAW OFFICES OF CK & ASSOCIATES
8930 WAUKEGAN RD., STE. 210
MORTON GROVE, IL 60053

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Release of All Claims

A. Parties' Claims

For and consideration of the payment of One Hundred (\$100.00), which has been paid and other consideration, the value and receipt of which are admitted Golden Oil Company, Inc. (herein "Supplier"), and its owner(s), employees, agents, assigns and successors, hereby enter into this Release of All Claims (known as the "Release") and agreement to settle and discharge Deen Ltd. ("Dealer") and resolve all amounts due, charges presently pending or other obligations incurred for the loan provided and all fuel supplied at the real estate commonly known as 505 Mannheim, Bellwood, Chicago, IL (Premises"). That Supplier made a \$50,000.00 loan to the Dealer and one Asfaq Khan. On or about April 2018, and a Fuel Supply Agreement ("Agreement") attached hereto was signed. Since August 1, 2018 Dealer ceased to purchase fuel as required in said Agreement and requested a Release from the Fuel Supply Agreement dated May 1st, 2018. Only three months of gas were purchased. Paragraph 24 of the Agreement required a \$.02 payment for not purchasing the minimum gallons for the remainder of the term; namely six years and nine months result in a balance of \$35,640.00. Meanwhile Supplier was paid by Dealer the amount of \$24,300.00 out of credit card payments from the Premises. Further, Supplier (Ravindra Harsoor) owes to Md Siraj \$33,444.00 for the inventory he purchased at the 505 E 67th St. Chicago, IL per attached email from Mohamed Siraj.

In Summary,

1. Ravi Harsoor/Golden Oil. 67st Station owed to Mohamed Siraj/Deen LTD \$33, 444.00
2. Ravi Harsoor/Golden Oil owes to Siraj/Asfaq Khan/Deen LTD \$24,300
3. Siraj/Deen LTD/Asfaq Khan owe to Ravi Harsoor/Golden Oil \$50,000
4. Siraj/Deen Ltd/Asfaq Khan owe to Ravi Harsoor/Golden Oil \$35,640

This results in a net payment that need to be paid to Ravi Harsoor/Golden Oil of \$27,896.

However, due to the oral agreement reached between Ravi Harsoor and Siraj Mohamed on Jan 3rd of 2019, all parties agree to settle all the outstanding amounts owed to each other for a payment of \$100.00 to Ravi Harsoor/Golden Oil. With the execution of this document, Golden Oil will release fuel supply agreement.

B. Parties' Mutual Release of All Claims

In consideration of the above, the Parties hereby FULLY, COMPLETELY AND FOREVER RELEASE AND DISCHARGE each other and each of their past, present and future parents, affiliates, subsidiaries, divisions, partners, shareholders, officers, directors, employees, representatives, agents, servants, attorneys, and the predecessors, heirs, executors, administrators, trustees, successors and assigns of each of them of and from any and all past, present and future claims, actions, causes of action, suits, debts, dues, sums of money, attorneys' fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, appraisal rights, controversies, judgments, extends, executions, liabilities, demands or obligations of any kind whatsoever, whether in law or equity, which they ever had, now have or hereafter can, shall or may have against each other and each of their past, present and future parents, affiliates, subsidiaries, divisions, partners, shareholders, officers, directors, employees, representatives, agents, servants, attorneys, and the predecessors, heirs, executors, administrators, trustees, successors and assigns of each of them, for, upon or by reason of any matter, cause or thing whatsoever, whether now known or unknown, fixed or unliquidated, conditional or contingent, which currently exists or subsequently accrues with respect to any and all claims including, but not limited to, those claims relating to or arising out of the loans and the supplying of fuel and other petroleum products to Premises.

C. No Admission of Liability

1. The purpose of this Release is to resolve fully, completely and finally all past, present and future matters, controversies, claims, and disputes between and among the Parties.

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2. This Release is the result of a compromised settlement of disputed claims and defenses and is not and shall not be construed as an admission or concession of responsibility, liability or any wrongdoing on the part of any Party.

E. Confidentiality

1. The terms of this Release, the fact that this Release has been entered into, and all negotiations leading up to the execution of the Release, shall be deemed CONFIDENTIAL and shall not be further disclosed to any person or entity except as required by applicable law, rule or regulation or with the written consent of the Parties hereto following the execution of this Release. provided, however, that nothing in this Release shall prevent any Party hereto from disclosing the existence or terms of this Release in the course of the Parties' normal business affairs, as regarding communications with their accountants, advisors, insurance companies, attorneys, and all regulatory agencies/bodies having a *bona fide* need to know such information, or in any judicial proceeding to enforce or construe this Release.

F. Assignment

The Parties hereto represent and warrant that they have not assigned nor otherwise transferred or assigned any claims or rights they may have arising out of or relating in any way to the claims herein they may have against the other party.

G. Representations and Warranties

1. The Parties hereto represent and warrant to each other that the execution and delivery of this Release have been done freely and voluntarily and, to the extent necessary, have been duly and validly authorized and approved as need be, and that no further action is necessary to make this Release valid and binding on each of the Parties hereto.

2. The Parties hereto further represent and warrant to each other that:

- a. Each Party has participated in the drafting of this Release after consulting with counsel;
- b. This Release was reviewed and approved by counsel for all Parties and that no Party shall maintain that the language of the Release should be construed against any other Party by virtue of that Party's putative role as drafter;
- c. No representations, warranties or promises have been made or relied upon by any of the Parties other than as expressly set forth herein;
- d. They have read this Release;
- e. They have not been coerced into signing this Release;
- f. They have the full and express authority to execute it on behalf of each Party on whose behalf they have signed; and
- g. They understand its contents and are executing it freely and voluntarily with an intent to bind their respective Parties to its terms.

I. Entire Release

1. This Release constitutes the entire Release of the Parties with respect to the subject matter hereof and supersedes all prior written or oral Releases, understandings, and negotiations.

2. This Release may be modified only by a written amendment signed by the Parties, and no waiver of any provision of this Release or the breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party hereto of any of the provisions of this Release or the breach thereof shall not operate or be construed as a waiver of any subsequent or other breach.

J. Governing Law

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This Release shall be interpreted, enforced, and governed under the laws of Illinois.

K. Severability

If any provision of this Release is declared or determined by any court to be illegal or invalid, that part shall be excluded from the Release, but the validity of the remaining parts, terms, or provisions shall not be affected.

L. Headings

Headings contained herein are for purposes of organization only and shall not constitute a part of this Release.

IN WITNESS WHEREOF, the Parties have caused this Release to be executed either individually on their behalf by the signatures of their duly authorized representatives below. The parties hereto hereby sign this Agreement freely, voluntarily and with full knowledge of its legal effects. A photocopy of this Release shall be considered as effective as the original.

Dated: January 5, 2019.

Ahmed S. Siraj
Deen Ltd. By Mohamed Siraj

Mohamed Siraj
Mohamed Siraj, individually

Ravindra Harsoor
Golden Oil Company, Inc. By: Ravindra Harsoor

Ravindra Harsoor
Ravindra Harsoor, individually

Asfaq Khan
Asfaq Khan

State of Illinois)
County of COOK)ss

On 01/07/2019, before me, Abdallah Hashlamoun, a notary public

in and for said state, personally appeared Mohamed Siraj, Asfaq Khan and Ravindra Harsoor, individually, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his and/or her authorized capacity and that by his and/or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Abdallah Hashlamoun

