

# UNOFFICIAL COPY

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BE RETURNED TO:

JOHN KELLY  
3611 176<sup>TH</sup> PLACE  
LANSING, IL 60438



Doc# 2134819012 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/14/2021 09:46 AM PG: 1 OF 3

(Reserved for Recorder's Use Only)

## TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is made this 14<sup>th</sup> day of July, 2020 (the "Effective Date") by and between Eric Mitchell and Angela Barnes "wife of Eric Mitchell" of 17641 Burnham Ave, Lansing, IL 60438 (the "Buyer") and The Chicago Trust Company as Successor Trustee to First National Bank of Illinois, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 16<sup>th</sup> day of September, 2005 and known as Trust Number 5923 (the "Seller"). The Seller and the Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

### BACKGROUND

1. The Parties are presently bound by the following contract (the "Contract") dated the 3<sup>rd</sup> day of November, 2017: Articles of Agreement for Deed (17641 Burnham Ave. Lansing, IL. 60438), and recorded in the Recorder's Office of Cook County in the State of Illinois, as Document No. 1731345068
2. The parties wish to terminate the Contract and resolve any and all rights and obligations arising out of the Contract.

IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### Termination

1. By this Agreement, the Parties mutually terminate and cancel the Contract effective on the signing of this Agreement.

#### Outstanding Obligations

2. The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the Contract as of the execution date of this Agreement.

#### Release

3. By this Agreement the Parties release each other from and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to the Contract.

JKK  
ARM  
[Signature]

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### Confidentiality

4. The Parties acknowledge and agree that all parties to this Agreement will keep completely confidential the terms and conditions of this Agreement, the Contract and any financial, operational, or confidential information of any kind not already public.

### Governing Law

5. The Parties submit to the jurisdiction of the courts of the State of Illinois for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Illinois

### Miscellaneous Provisions

6. Time is of the essence in this Agreement.
7. The Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
8. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.
9. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and feminine gender and vice versa.
10. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
11. This Agreement contains the entire agreement between the Parties.
12. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Parties and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.
13. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.
14. All the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

### SELLER:

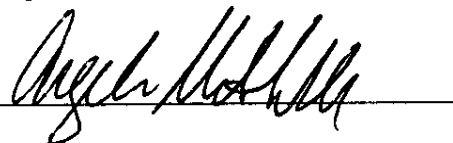
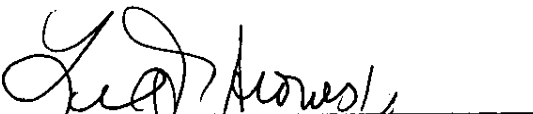
The Chicago Trust Company, Succ TTEE  
 First National Bank of Illinois, a National  
 Banking Association, as Trustee under the  
 provisions of a trust agreement dated the 16<sup>th</sup>  
 day of September, 2005 and known as Trust  
 Number 5923

### BUYER:

Eric Mitchell,



Angela Barnes "wife of Eric Mitchell"

Not personally, but as Trustee

Linda J. Pitrowski  
 Vice President & Trust Officer

JJK  
 ABM  


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Exhibit A

**LEGAL DESCRIPTION:** LOT 16 (EXCEPT THE NORTH 15 FEET THEREOF); LOT 17 AND LOT 18 IN BLOCK 6 IN AIR PORT ADDITION, A RESUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PIN:** 30-29-313-058-0000

**COMMONLY KNOWN AS:** 17641 Burnham Ave, Lansing, IL 60438

Property of Cook County Clerk's Office

JJK  
RBW  
[Signature]