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Release Agreement

Now come James Bouril, Esquire, individually and upon the behalf of James Bouril and Associates and Ms. Donna Snyder, and for their releases of each other state as follows:

I Preamble

whereas, James Bouril, Esquire, (hereinafter sometimes referred to as "Mr. Bouril") is an attorney and is the sole owner of the law form of James Bouril and Associates, (hereinafter sometimes referred to as the "firm") with offices at 2200 South Main Street, Suite 211, Lombard, Illinois

WHEREAS, Ms. Donna Snyder (hereinafter sometimes referred to as "Mrs. Snyder") is an individual who formerly resided at 8205 South Laramie, Burbank, Illinois, and who presently resides at

WHEREAS, from on or before June 2, 1992 up to and including November 19, 1992, the firm represented Ms. Snyder in connection with her proceedings to obtain a divorce from her then husband, Mr. Dale Snyder, in the case entitled "In Re The Marriage of Mrs. Donna Jeane Snyder, Petitioner, and Mr. Dale Richard Snyder, Respondent" which case bore case number 92 D 8622 in the Circuit Court of Cook County, Illinois.

whereas, from on or before June 8, 1994 up to and including the date of this Release, Ms. Snyder incurred attorneys fees with Mr. Bouril and the firm of which in excess of nine thousand three hundred twenty three dollars (\$9,323.00) is still claimed to be due and owing by Mr. Bouril.



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WHEREAS, on November 6, 1992, while they still represented Ms. Snyder, Mr. Bouril and the firm caused a "Notice of Attorney's Lien" to be filed with the office of the Cook County Recorder in the amount of the fees then due and owing from Ms. Snyder of \$9,323.00 against the residence at 8205 South Laramie, Burbank, Illinois, which lien was assigned document number 92829122 by the said recorder's office.

WHEREAS, Mr. Bouril has relied upon his own counsel in connection with the instant Release;

WHEREAS, Ms. Snyder has been represented by and obtained the advice of David C. Dineff, Esquire, of 7936 West 87th Street,
Justice, Illinois in connection with the instant release;

WHEREAS, Mr. Bouril on the one hand, and, on the other hand, Ms. Snyder, are desirous of settling between them all matters now pending between them;

whereas, it is understood that the settlements and releases described herein constitute compromises of doubtful and disputed claims and that neither the payment made nor the releases exchanged are to be construed as an admission of liability on the part of any party hereby released and that all parties hereto deny any liability and intend merely to avoid protracted litigation and buy their peace;

WHEREAS, Ms. Snyder has agreed to pay the total sum of Four Thousand, Six Hundred, Seventy Five Dollars (\$4,675.00) over and above all monies which she has previously paid to Mr. Bouril and the firm as and for the settlement and satisfaction of all claims



for attorneys fees which Mr. Bouril and the firm may have against her;

WHEREAS, Mr. Bouril has agreed to accept the said \$4,675.00 in full satisfaction of any monies either due and owing from Ms. Snyder to him and the firm, and has further agreed fully to release the previously recorded notice of attorneys' lien.

WHEREAS, the parties hereto have agreed to exchange general releases as more fully set out hereinafter;

NOW therefore in consideration of the sum of the above described Four Thousand, Six Hundred Seventy Five Dollars (\$4,675.00) in lawful money of the United States of America paid to James Bouril, Esquire, by guaranteed funds in the manner described below, and such other good and valuable consideration, including the mutual promises and agreements and other consideration set forth herein (the raceipt, sufficiency and adequacy of which is acknowledged by all parties hereto) the parties hereby agree as follows:

II Mutual General Release

- 1. The recitals contained in the Preamble are incorporated herein as part of this Section II.
- 2. Mr. Bouril, for himself, for the firm and for his and its employees, agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and personal representatives, hereby remises, generally releases, and forever discharges Ms. Snyder, as well as her agents, attorneys, associates, successors, assigns, heirs, executors,

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administrators, and personal representatives of and from all manner of actions, causes, and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which either Mr. Bouril or the firm either now has against Ms. Snyder or from the beginning of time ever hod or which Mr. Bouril or the firm as well as his employees, agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and personal representatives, hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing, whatsoever, on or at any time prior to the date of these Presents and particularly, without limiting the generality of the foregoing, remises, generally releases and forever discharges Ms. Snyder from any and all claims for attorneys' fees and costs which Ms. Snyder may have incurred with Mr. Bouril and the firm either while they represented her or at any time thereafter, including, but not limited to, the fees that are referred to in Document Number 92-829122 on file with the Cook County Recorder's office.

3. Ms. Snyder, for herself and for her agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and personal representatives, hereby remise, generally release and forever discharge Mr. Bouril and the firm as well as his employees, agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and



personal representatives of and from all manner of actions, causes, and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which Ms. Snyder either now has against either Mr. Bouril or the firm or from the beginning of time ever had or which Ms. Snyder as well as her agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and personal representatives, hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing, whatsoever, on of at any time prior to the date of these Presents and particularly, without limiting the generality of the foregoing, remises, generally releases and forever discharges Mr. Bouril and the firm from any and all matters arising out of Mr. Bouril and the firm's representation of her in the above mentioned divorce case.

- 4. This Mutual General Release is binding upon Mr. Bouril, the firm and Ms. Snyder as well as their respective employees, agents, attorneys, associates, successors, assigns, heirs, executors, administrators, and personal representatives.
- 5. By their signatures set hereunto, Mr. Bouril and Ms. Snyder hereby certify that they are the sole holders of any and all claims and causes of action released herein and hereby certify that they have not either assigned or otherwise transferred any of the claims or causes of action released



herein.

- instrument for all settlement funds to occur at the offices of Intercounty Title Company at 120 West Madison, Chicago, Illinois on or before July ____, 1994. All parties agree that thereat, by guaranteed funds, either Ms. Snyder or her agent shall deliver to Mr. Bouril a check in the amount of Four Thousand, Six Hundred Seventy Five Dollars (\$4,675.00) payable to Mr. Bouril. Either Ms. Snyder or her agent will also deliver therewith two (2) executed originals of the instant release to Mr. Bouril. In return, and thereat, Mr. Bouril shall deliver to either Ms. Snyder or her agent a signed original copy of the instant release executed by Mr. Bouril. Notwichstanding any language either to the contrary or construably to the contrary, this instrument is not effective until the simultaneous exchange occurs.
- 7. By his signature below, Mr. Bouril further releases the "Notice of Attorney's Lien" recorded as document number 92-829122 by the Cook County Recorder's office against 8205 South Laramie, Burbank, Illinois (the legal description and P.I.N. number of which property is attached hereto and incorporated herein by specific reference as Exhibit "A".)
- 8. Notwithstanding either any recitals or other references to particular or specific claims contained anywhere in this entire instrument or as the Illinois common or statutory or Federal statutory or common law of releases might otherwise hold, when general release language is used in any part of this entire instrument, truly general releases were intended by and granted by the parties. Accordingly, both parties agree that truly



general releases of all claims were granted in paragraphs 2 and 3 above.

- 9. This Release shall be deemed to be made and entered into, as well as governed by the law of the State of Illinois.
- provision of this agreement shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision of this agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibitions or invalidity without invalidating the remainder of such prevision or remaining provisions of this agreement.
- contain the complete agreement and understanding concerning this agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

 All parties stipulate that none of them has rade any representation with respect to the subject matter of this agreement or any representation including the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that they have relied on their own judgment in entering into this agreement. All parties hereto further acknowledge that any representations that may have heretofore been made by any of them to any other are of no effect and that none of them has relied thereon in connection with their dealings with any other party.

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- 12. Both parties agree that this agreement may be executed in more than one counterpart, each of which shall constitute an original of this agreement, but all of which, taken together shall constitute one and the same instrument.
- 13. By their signatures below, both parties certify that they have read and understand each of the terms of the foregoing Release Agreement as the same appears on the instant eight (8) pages and that they signed the same freely, willingly, and without either duress or undue influence by any other person or entity.

Executed on the dates set out by the signatures of the parties hereto at the location set forth by the signature of each party.

James Bouril, Individually and upon the behalf of James Bouril And Associates.	Ms. Donna J. Snyder, Individually.
James Bouril	
(Signature)	(Signature)
HAMES BOURIL	$O_{\kappa_{\alpha}}$
(Print Name)	(Print Name)
on this <u>/9</u> day of July, 1994,	on this day of July, 1994,
at 2200 So. Main Suite ZII	at
Landard TI GOING	

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- 12. Both parties agree that this agreement may be executed in more than one counterpart, each of which shall constitute an original of this agreement, but all of which, taken together shall constitute one and the same instrument.
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Executed on the dates set out by the signatures of the parties hereto at the location set forth by the signature of each party.

James	Bot	ril,	In	div	/idual	lly	and
upon And A	the	behal	lf				

Ms. Donna J. Snyder, Individually.

(Signature)	
(Print Name)	
on this day of July, 1994,	
at	

DONNA J SNIVER (Print News)

on this // day of July, 1994,

at <u>JUSTICE, 1L 60458</u>

EXHIBIT to RELEASE AGREEMENT

. DEPT-01 RECORDING

470 00

. T#1111 TRAN 6003 07/21/94 12:36:00

47018 + CG #-94-639368

COOK COUNTY RECORDER

LEGAL DESCRIPTION:

Lot TWELVE (12) in Block SIX (6) in GOLFMOOR, being a subdivision in the North East One-quarter (NE 1/4) of Section 33, Township 38 North, Range 13, East of the Third Principal Meridian, in COOK COUNTY, Illinois

Common address: 8205 S. Laramie Avenue, Burbank 60459

Permanent Index Number: 19-33-215-002-0000 Vol. 192

Presently covered by INTERCOUNTY TITLE #\$1403822

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Property of Cook County Clerk's Office