

**SETTLEMENT AGREEMENT, GENERAL RELEASE
AND ASSIGNMENT OF JUDGMENT RIGHTS**

ETHEL CAMPBELL ("CAMPBELL") and NETCO, INC. ("NETCO"), an Illinois corporation, voluntarily agree to completely settle and resolve all issues between them as of the time CAMPBELL executes this Settlement Agreement, General Release and Assignment of Judgment Rights ("Settlement Agreement"), in accordance with the terms of this Settlement Agreement:

RECITALS

WHEREAS, on or prior to December 27, 1995, CAMPBELL was the legal titleholder to the following described parcel of real estate:

Legal Description: The East 38 feet of Lot 6 in Block 1 in Hartrich's Resubdivision of Blocks 1 & 2 in Fernwood Park Subdivision of the East ¼ of the Southwest ¼ of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No.: 25-09-306-065

Commonly known as: 414 W. 99th Place, Chicago, Illinois

WHEREAS, the above parcel is an improved two story brick residence which at present is occupied by CAMPBELL.

WHEREAS, on or about March 17, 1993 the subject property was sold at the Cook County Collector's annual tax sale on account of non-payment of general real estate taxes for the year 1991, the purchaser having been National Indemnity Corporation (hereinafter "National");

WHEREAS, on or about December 20, 1995, CAMPBELL obtained a mortgage on the subject property from LONG BEACH MORTGAGE COMPANY (hereinafter "LONG BEACH"), said mortgage securing a note of same date signed by CAMPBELL for a loan amount of \$31,500.00

Mail to:
Noonan + Caruso
127 S. Michigan Ave.
Suite 1875
Chicago IL 60603

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WHEREAS, the above-referenced loan transaction closed on December, 27 1995 at the offices of NETCO, who was the escrow agent for said transaction, pursuant to an escrow agreement between NETCO and LONG BEACH;

WHEREAS, as part of the loan transaction LONG BEACH agreed to effect a redemption of the aforementioned 1991 tax sale before the expiration of the period of redemption relative to said sale. The period of redemption expired on January 10, 1996.

WHEREAS, LONG BEACH disbursed a portion of the loan proceeds to NETCO, pursuant to the aforesaid escrow agreement, to effect a redemption of said 1991 taxes on or before the expiration of the period of redemption from said tax sale;

WHEREAS, the 1991 taxes were not redeemed within the period of redemption, and as a result CAMPBELL lost the subject property to National, the tax deed buyer;

WHEREAS, on October 25, 1996, CAMPBELL filed a petition in the Circuit Court of Cook County in Case No. 96 Co 238 seeking relief under the Illinois Indemnity Fund ("Indemnity Fund") created by § 21-295 of the Property Tax Code (35 ILCS 200/21-295).

WHEREAS, CAMPBELL obtained a judgment against the Indemnity Fund on May 15, 1997 in the amount of \$75,500.00.

WHEREAS, CAMPBELL now wishes to settle all claims she may have against NETCO and to assign her interest in the above described judgment to NETCO.

WHEREAS, the Parties wish to avoid further controversy, litigation, costs, legal fees and inconvenience;

NOW, THEREFORE, for and in consideration of the provisions, covenants, and mutual promises contained herein, the Parties hereby agree as follows:

1. Payment Terms. NETCO shall pay CAMPBELL and her attorneys FIFTY-SEVEN THOUSAND AND NO/100 (\$57,000.00) upon receipt by NETCO's counsel of an original of this Settlement Agreement executed and dated by CAMPBELL and her attorney.

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The payment shall be made in the following manner:

NETCO will pay and cause to be delivered to CAMPBELL's attorney, a check made payable to CAMPBELL, and her attorney Robert J. Dempsey, in the sum of ~~25,000~~ \$25,000, and a check made payable to LONG BEACH MORTGAGE COMPANY in the amount of ~~3,700~~ \$3,700, in full and final satisfaction of the note CAMPBELL made with LONG BEACH MORTGAGE COMPANY.

2. Release and Covenant not to Sue.

(a) Except as otherwise allowed by law, CAMPBELL agrees to release and covenants not to sue NETCO regarding all claims she has or might have as of the time of execution of this Settlement Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, CAMPBELL, hereby fully, finally, and unconditionally releases, forever discharges NETCO from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, have been filed or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity including but not limited to the events and circumstances set forth in the Recitals above.

(b) This Settlement Agreement includes and extinguishes all claims for equitable and legal relief, attorneys' fees and costs.

(c) NETCO agrees that this Release and covenant not to sue includes all claims and potential claims against NETCO and, as intended third-party beneficiaries, any affiliated companies, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and their predecessors, successors, heirs, and assigns, and their past, present and future directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Released Parties").

(d) Nothing in this Release restricts CAMPBELL's right to enforce this Settlement Agreement and the promises set forth herein. The Released Parties shall have the right to enforce the terms of this Settlement Agreement.

3. Assignment of Judgment Rights.

CAMPBELL hereby assigns all of her right, title and interest in the judgment entered in the Circuit Court of Cook County on May 15, 1997 in favor of NETCO including all rights and any interests that may accrue in that judgment and warrants and agrees that the assignment shall be free and clear of all rights and encumbrances, including but not limited to, LONG BEACH MORTGAGE COMPANY, attorneys and any other persons who may claim any rights to any subjects in the subject judgment as the result of said Indemnity Fund proceeding. CAMPBELL

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further agrees to execute the attached authorization and any additional documents that may hereafter be required by NETCO to effectuate this assignment of judgment, to set forth the rights being assigned in more particularity and/or to authorize the endorsement of the check or checks representing the payment of said judgment by NETCO or its authorized agent.

4. Nonassignment. CAMPBELL expressly promises that she has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims or portions of claims against the Released Parties; (b) any rights that she may have had to assert claims on her behalf or on behalf of others against the Released Parties; (c) any right she has or may have to the Settlement; and (d) any right, title or interest in the judgment entered in the Circuit Court of Cook County on May 15, 1997. CAMPBELL promises that any monies, benefits or other consideration she receives from NETCO are not subject to any liens, garnishments, mortgages or other charges. CAMPBELL represents further that her attorney is Robert J. Dempsey, and no other individual (including other attorneys) has any claim to any portion of the Settlement Payment.

5. Confidentiality. CAMPBELL acknowledges that one of NETCO's reasons for entering into this agreement is to avoid the expense and inconvenience involved in continuing to defend its actions in court and/or to its remaining employees, former or prospective employees, friends, competitors, people doing business with NETCO and to the media. CAMPBELL therefore agrees that neither she nor her agents will disclose anything relating to her associations and/or dealings with NETCO or the settlement thereof to any of the foregoing or to any lawyer representing the foregoing, except as may be necessary in response to lawful process of any judicial or adjudicative authority or otherwise allowed by law. In addition, except as otherwise required by law, CAMPBELL agrees that neither she nor her attorneys or agents will disclose the terms of this agreement to anyone except CAMPBELL's attorneys, tax advisors and immediate family. If any non-party identified in this paragraph asks about the status of the Lawsuit, CAMPBELL will respond only that "the matter has been resolved" or "I have no comment".

6. Indemnification. CAMPBELL agrees to indemnify and hold NETCO harmless from and against any and all loss, cost, damage, or expense, including, without limitation, attorneys' fees, incurred by NETCO, or any of them, arising out of any breach of this Settlement Agreement by CAMPBELL, the fact that any representation made herein by CAMPBELL was false when made, or NETCO's successful enforcement of this Settlement Agreement against CAMPBELL.

7. Neutral Construction. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

8. Complete Agreement. This Settlement Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Settlement Agreement. The Parties understand and agree that all of the terms and promises of this Settlement Agreement, other than the Whereas clauses which are informational, are contractual and not a mere recital.

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9. Effect on Previous Agreements. This Settlement Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

10. Amendment. This Settlement Agreement may be amended only by a written document signed by CAMPBELL and an Executive Officer of NETCO.

11. Severability. In the event that any of the provisions of this Settlement Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Settlement Agreement will, at NETCO's discretion, remain enforceable.

12. Nonadmission. This Settlement Agreement is being entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by the Release Parties of any (a) liability or wrongdoing to CAMPBELL; (b) breach of any agreement; (c) violation of a statute, law or regulation; or (d) waiver of defenses as to those matters within the scope of this Settlement Agreement. NETCO specifically denies any liability or wrongdoing.

13. Right to Counsel. CAMPBELL acknowledges that she has been advised by competent legal counsel of her own choosing in connection with the review and execution of this Settlement Agreement and that she has had an opportunity to and did negotiate over the terms of this Settlement Agreement.

14. Acknowledgement. CAMPBELL declares that she has completely read this Settlement Agreement, has had the full opportunity to investigate all matters pertaining to her claims and full understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Settlement Agreement. Further, CAMPBELL agrees and acknowledges that the waiver and release of all rights or claims she may have under any local, state or federal law is knowing and voluntary.

**PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

NETCO, INC.

By: Ethel Campbell

Ethel Campbell
Ethel Campbell

Approved as to form and substance:

[Signature]
Attorney for Campbell

Approved as to form and substance:

[Signature]
Attorney for NETCO, Inc.

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