



2. Upon the execution of this Settlement Agreement by Unique and the Andrews, the Andrews shall immediately deliver to Unique the sum of Ten Thousand Dollars (\$10,000.00), paid by certified check made payable to "Unique Homes & Lumber, Inc.";

3. Beginning April 1, 2016, the Andrews shall pay to Unique the remaining sum of One Hundred and Forty Thousand Dollars (\$140,000.00), amortized over seven (7) years at five percent (5%) interest per annum, in eighty-four (84) equal monthly installment payments of One Thousand Nine Hundred Seventy-Eight Dollars and 75/100 (\$1,978.75), by or before the first (1st) day of each month, not including any late fees that may accrue. Payment are to be applied first to interest, then any unpaid fees (late charges), then principal. For any payment not received by Unique on or before the fifth (5th) day of the month, the Andrews agree to pay an additional Ninety-Eight Dollars and 94/100 (\$98.94) as a five percent (5%) late fee. After three (3) late payments, the Andrews grant Unique the right to seek a wage garnishment to have amounts due sent directly from any employer of the Andrews. Unless directed otherwise in writing by Unique, all payments to Unique shall be made to the following address: Unique Homes & Lumber, Inc., 2402 S. 18th Street, Charleston IL 61920.

4. In exchange for the above payments, Unique and the Andrews do hereby and for their heirs, executors, administrators, successors, assigns and attorneys mutually forever release and discharge each other and their respective employees, agents, servants, successors, heirs, executors, administrators, attorneys, insurers, and all other persons, firms, corporations, associates, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, whether based in tort or contract or any other legal or equitable theory of recovery, known or unknown, past, present or future, anticipated or not, which claims, causes of action, demands Unique and/or the

Andrews now have, which may hereafter accrue and which directly or indirectly arise out of any contract, written or oral, entered into by and between Unique and the Andrews for the construction of a home located at 1411 East Cross Creek Road, Mahomet, Illinois. All actions which were or could have been brought against Unique and/or the Andrews by the other are expressly released, except for actions to enforce of the terms of this Settlement Agreement.

5. Within seven (7) days of the mutual execution of this Settlement Agreement, Unique agrees to seek dismissal with prejudice of the lawsuit pending in Champaign County, Illinois as Case No. 2014-L-145, by providing to the Circuit Court an order of dismissal with prejudice in substantially the same form as that attached hereto, marked "Exhibit A".

6. This Settlement Agreement does not constitute an admission of any kind on the part of either Unique or the Andrews, and is entered into by Unique and the Andrews solely to end all controversies between them.

7. The failure to enforce a breach of any term or condition of this Settlement Agreement does not constitute a waiver of that term or condition. Further, no waiver of any term or condition of this Settlement Agreement shall be construed as a waiver of any other term or condition. No waiver shall be enforceable unless embodied in a writing signed by Unique and the Andrews and interests that may be affected by such waiver.

8. The Andrews agree to pay reasonable attorney's fees and costs incurred by Unique in enforcing this Settlement Agreement and/or collecting any unpaid balance, including late fees.

9. This Settlement Agreement shall be interpreted under the laws of the State of Illinois. Any legal proceedings relating to this Settlement Agreement shall be brought in Champaign County in the State of Illinois.

10. Unique and the Andrews have signed this Settlement Agreement on the dates set forth below, with each party being represented by legal counsel and having the full opportunity to consult said legal counsel on the impact and effect of this Settlement Agreement. Unique and the Andrews agree that no presumption shall exist against the drafter of this Settlement Agreement, as Unique and the Andrews have both participated in its drafting.

11. Unique and the Andrews acknowledge that no promise, inducement or agreement not stated herein has been made to them in connection with this Settlement Agreement, that this Settlement Agreement constitutes the entire Settlement Agreement between them, supersedes all prior agreements and understandings (whether written or oral), may not be amended or otherwise modified except upon the written consent of Unique and the Andrews, and that the terms of this Settlement Agreement are contractual and not a mere recital.

12. If any of the provisions, terms, and/or clauses of this Settlement Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and/or clauses shall be deemed severable, and all other provisions, terms and clauses of this Settlement Agreement shall remain valid and binding.

13. This Settlement Agreement may be executed in counterparts, including by facsimile signature, by Unique and the Andrews; and each of said counterparts, when so executed and delivered, shall be deemed an original; and all such counterparts, taken together, shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

Reginald H. Phillips  
Unique Homes & Lumber, Inc.  
Reginald H. Phillips, President

3-15-16  
Date

State of Illinois )  
                                  ) ss.  
County of Champaign)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that Reginald H. Phillips, as President of Unique Homes & Lumber, Inc., in his own right, 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 he signed, sealed, and delivered this instrument as his free and voluntary action, for the use and purposes therein set forth.

Signed and sworn to before me, a Notary Public, on this 15<sup>th</sup> day of March, 2016.

(SEAL)  
Linda M. Dillon  
Notary Public



\_\_\_\_\_  
Kahlil Andrews

\_\_\_\_\_  
Date

State of Iowa )  
                                  ) ss.  
County of \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that Kahlil Andrews, in his own right, 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 he signed, sealed, and delivered this instrument as his free and voluntary action, for the use and purposes therein set forth.

Signed and sworn to before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(SEAL)  
\_\_\_\_\_  
Notary Public

Unique Homes & Lumber, Inc.  
Reginald H. Phillips, President

Date

State of Illinois )  
                          ) ss.  
County of Champaign)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that Reginald H. Phillips, as President of Unique Homes & Lumber, Inc., in his own right, 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 he signed, sealed, and delivered this instrument as his free and voluntary action, for the use and purposes therein set forth.

Signed and sworn to before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Notary Public

*Kahlil Andrews*

Kahlil Andrews

*3/30/16*

Date

State of Iowa )  
                          ) ss.  
County of Linn )

I, the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that Kahlil Andrews, in his own right, 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 he signed, sealed, and delivered this instrument as his free and voluntary action, for the use and purposes therein set forth.

Signed and sworn to before me, a Notary Public, on this 30 day of March, 2016.

(SEAL)

*Loria Keichen*

Notary Public



