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MAIL TO:

Norm Ruber
Kalheim, Schatz &
Berger
161 North Clark Street
Suite 2800
Chicago, Illinois 60601



Doc#: 0428939101
Eugene "Gene" Moore Fee: \$94.50
Cook County Recorder of Deeds
Date: 10/15/2004 02:52 PM Pg: 1 of 36

JUDGMENT FOR DISSOLUTION OF MARRIAGE
AND JUDGMENT OF LEGAL SEPARATION

Attached Hereto

Property: 1800 North Cleveland West
Chicago, Illinois

Permanent Index No. 14-33-309-045

NAME AND ADDRESS OF PREPARER:

Norman Ruber
Kalheim, Schatz & Berger
161 North Clark Street
Suite 2800
Chicago, Illinois 60601

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02/10/00 6:15;

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5) There was one child born to the parties as a result of their marriage, to wit: **WENDY** (born April 12, 1969) who is now an emancipated adult, no other children were born to or adopted by the parties and the Respondent is not now pregnant.

6) That the parties separated on or about December 10, 1989 and they have lived separate and apart without fault on part of Petitioner or the Respondent for a continuous period of in excess of two years and irreconcilable differences cause an irretrievable breakdown of the marriage, efforts of reconciliation have failed and future attempts at reconciliation would be impractical and not in the best interest of the family.

The Parties Agree and the Court Finds as Follows:

A. That previous to this date, to wit, on December 19, 1996, a Judgment for Legal Separation was entered by his Honor Judge Edward Jordan, and said Judgment for Legal Separation divided all of the parties assets, liabilities and provided for support for the Wife.

B. That it is the intention of the parties hereto, that the Judgment for Legal Separation heretofore entered, shall be incorporated in its totality in this Judgment for Dissolution of Marriage, and all terms and conditions as set forth in the Judgment for Legal Separation shall be enforceable through the Judgment for Dissolution of Marriage to be entered this date.

C. Any claims of either party which existed under the Judgment for Legal Separation heretofore entered, shall continue to exist, and no right, claim or liability of either party shall be defeated by any merger of the Judgment for Legal Separation into the Judgment for Dissolution of Marriage.

D. In any subsequent proceeding brought by Penny to enforce provisions of the Judgment for Legal Separation, Burton shall not defend such action on the basis that a Judgment

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for Dissolution has been entered.

E. Burton will not allege the entry of a Judgment for Dissolution as a bar to Penny's right to obtain relief for violations of the provisions of the Judgment for Legal Separation.

F. Burton will not seek to modify provisions of the Judgment for Legal Separation for the sole reason that this Judgment for Dissolution has been entered.

G. The Judgment for Legal Separation heretofore entered and the Marital Settlement Agreement incorporated therein regarding the respective rights of the parties has been received in evidence and has already been approved by both parties and Judge Edward Jordan as being fair, just and reasonable and Judge Edward Jordan has considered and approved said Marital Settlement Agreement incorporated in the Judgment for Legal Separation and whereas this Court gives full faith and credit and accordingly incorporates said Settlement Agreement into this Judgment for Dissolution of Marriage, as an equitable and satisfactory resolution of the matters contained herein and including but not limited to provisions for support, debts and disposition of property;

H. The parties are desirous of incorporating the Judgment for Legal Separation and its attached Marital Settlement Agreement in its totality within this Judgment for Dissolution of Marriage and said Judgment for Legal Separation and Marital Settlement Agreement incorporated therein, are incorporated in its totality in this Judgment for Dissolution of Marriage and there is no merger of any rights, claims or liabilities of either party and all claims of either party arising out of the Judgment for Legal Separation shall survive and be enforceable under this Judgment for Dissolution of Marriage:

WHEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED:

A. A Judgment for Dissolution of Marriage is awarded to the parties, dissolving their

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marriage and the bonds of matrimony heretofore existing between the parties are hereby dissolved.

B. The parties are bound by the terms of the Marital Settlement Agreement which was incorporated into the Judgment for Legal Separation entered on December 19, 1996, as if the same were fully set forth in this Agreement, and any and all claims, rights or defenses existing under that Judgment for Legal Separation shall continue in force and effect and are enforceable under this Judgment for Dissolution of Marriage.

C. This court shall retain jurisdiction of this matter to enforce the provisions of this Judgment and the Marital Settlement Agreement incorporated therein.

ENTERED
 CLERK OF THE CIRCUIT COURT
 AURELIA PUCINSKI

MAR 14 2000

JUDGE JOHN OWEN STEELE #1764
 JUDGE DEPUTY CLERK

ROSENFELD, ROTENBERG, HAFRON & SHAPIRO, #90705
 Attorneys for Petitioner
 221 N. LaSalle Street, Suite 1763
 Chicago, Illinois 60601
 (312) 372-6058

Penny J. Weinstein
 Penny J. Weinstein

Burton I. Weinstein
 Burton I. Weinstein

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IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

Atty No. 91154

IN RE THE MARRIAGE OF:

Burton I. Weinstein
Petitioner

and

Penny J. Weinstein
Respondent

No. 91 D 10425

JUDGMENT OF LEGAL SEPARATION

This cause coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition for Legal Separation of the Petitioner, Burton I. Weinstein and the response thereto of the Respondent, Penny J. Weinstein the Petitioner being present in open Court and being represented by his counsel, David B. Yavitz of the law firm of Lake, Toback & Yavitz, and the Respondent being represented by her counsel, Barry Schatz of the law firm of Kalcheim, Schatz & Berger as her attorneys, the Court having heard the evidence adduced by the Petitioner in support of his said Petition, and having heard argument of counsel and being fully advised in the premises, DOTH FIND:

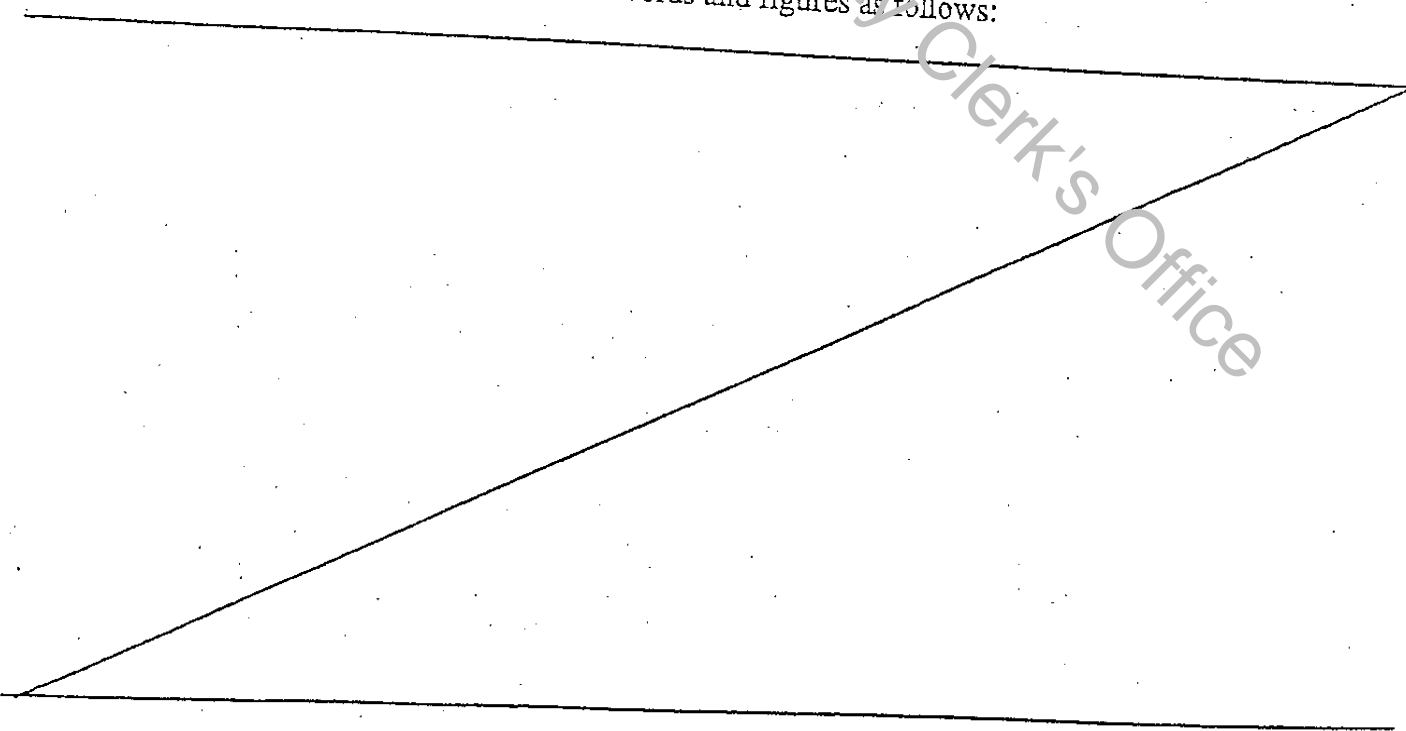
1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.
2. That both the Petitioner and the Respondent were, at the time of commencement of this action, residents of the State of Illinois, and such residences have been maintained for in excess of ninety (90) days next preceding the making of this finding.
3. That the parties hereto were lawfully joined in marriage on, to-wit: the 16th day of August, 1964 in Chicago, Illinois where said marriage was registered, and that they have ceased cohabiting as husband and wife.
4. One child was born to the parties as a result of the marriage, namely: Wendy, born April 12, 1969, who is now an emancipated adult. No other children were born to or adopted by the parties to the marriage and the Wife acknowledges that she is not pregnant.

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5. The parties separated on or about December 10, 1989, and they have lived separate and apart without fault on the part of the Petitioner or the Respondent for a continuous period in excess of two (2) years and irreconcilable differences have caused the irretrievable breakdown of the marriage, efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interest of the family.

6. That the Petitioner has proven the material allegations of his Petition by substantial, competent and relevant evidence; and that a Judgment of Legal Separation should be entered herein.

7. That the parties hereto have entered into a Marital Settlement Agreement at Chicago, Illinois concerning the questions of maintenance for the Respondent, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. The parties specifically have agreed to grant the Court the authority and jurisdiction to adjudicate the distribution of marital and non-marital property as provided in said Marital Settlement Agreement. Said agreement was entered into freely and voluntarily between the parties hereto, it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:



UNOFFICIAL COPYMARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8 day of December, 1996, by and between Penny J. Weinstein, hereinafter referred to as the "Wife," and Burton I. Weinstein, hereinafter referred to as the "Husband."

WITNESSETH

A. The parties were lawfully married on August 16, 1964, at Chicago, Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on or about DECEMBER 10, 1989, and they now live separate and apart from each other.

C. One child was born to the parties as a result of the marriage, namely: Wendy, born April 12, 1969, who is now an emancipated adult. No other children were born to or adopted by the parties to the marriage and the Wife acknowledges that she is not pregnant.

D. There is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 91 D 10425. The case is entitled "In Re The Marriage of Burton I. Weinstein, Petitioner, and Penny J. Weinstein, Respondent." Said cause remains pending and undetermined.

E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, and irrespective and independent from the entry of a Judgment of Dissolution of Marriage or Judgment of Legal Separation the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, and all attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now

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or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of the counsel of Barry Schatz of Kalheim, Schatz & Berger as her attorneys. The Husband has employed and had the benefit of the counsel of David B. Yavitz of Lake, Toback & Yavitz as his attorneys. Each of the parties has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties have exchanged affidavits listing assets and liabilities including representation of their respective income from all sources and each spouse has relied upon the other's representations with respect thereto.

G. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

ARTICLE I**RESERVATION OF RIGHTS**

1.1. This Agreement is not one to obtain or stimulate a Judgment of Dissolution of Marriage or Judgment for Legal Separation.

1.2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II**MAINTENANCE**

2.1. Non-Modifiable Lump Sum Settlement. The Husband shall pay to the Wife as and for a lump sum non-modifiable maintenance, Four Hundred and Fifty Thousand Dollars (\$450,000.00), subject only to reduction as provided in paragraph 2.1 (e) herein, payable at the rate of \$1,500.00 per month commencing upon the effective date of this Agreement and continuing upon the first day of each and every month thereafter until the occurrence of the first of the following events:

- (a) The death of the Husband;
- (b) The death of the Wife;
- (c) The remarriage of the Wife;
- (d) The cohabitation by the Wife on a resident, continuing conjugal basis as found by a court of competent jurisdiction upon proper notice, petition and hearing;
- (e) Should the Wife's medical condition require her to be maintained in a hospital, nursing home or other similar type of long term care health facility said lump sum

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shall be reduced by \$500.00 per month for the months remaining under this obligation, provided however, in the event that the Wife's physical condition should so improve so that the Wife is no longer medically required to be maintained in a hospital, nursing home or other similar long term care facility and the Wife is capable of living independently in a private residence, the Husband's monthly obligations for \$1,500.00 per month pursuant to this paragraph 2.1, shall be immediately reinstated during such time as the Wife resides in a private residence, it being specifically agreed that Husband's obligations for additional \$500.00 per month maintenance under the provisions of Paragraphs 2.1, shall abate during such time as the Wife is in a hospital, nursing home or other similar long term health care facility and not residing in a private residence.

- (f) The payment of Four Hundred and Fifty Thousand Dollars (\$450,000.00).

The occurrence of any one of the foregoing events in subparagraphs 2.1(a), (b), (c), (d), (e) or (f) shall forever terminate the Husband's obligation to pay and the Wife's right to receive current maintenance.

2.2. The parties agree that the terms and provisions of paragraph 2.1 above shall not be subject to modification for any reason whatsoever as provided in Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

2.3 As and for additional maintenance for the benefit of the wife, the Husband shall either pay directly to the provider of services or reimburse the Wife for the following expenses incurred by the Wife related to her living expenses for maintaining herself in her residence:

- (a) To the Cook County Collector for annual Real Estate Taxes for the property located at 3620 Radcliffe Drive, Northbrook, Illinois and to the insurance company, the

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Homeowner's insurance on said property for so long as the Wife shall continue to reside in the premises or any replacement residence.

(b) To the Wife directly, the sum of \$1,500.00 per month for additional expenses to maintain the residence at 3620 Radcliffe Drive, Northbrook, Illinois.

(c) To the Wife directly to reimburse the Wife for all in-home health care as long as it is medically reasonable for the Wife to maintain herself in her residence. In the event that the Wife is required to be medically maintained outside the home in a hospital, nursing home, or other residential long term health care facility, the Husband's obligation under this subparagraph (c) shall abate only during such time as the Wife resides for an extended stay outside her then private residence. The Husband's monthly obligations shall abate in the month succeeding the Wife moving out of her private residence and be reinstated in the event the Wife's physical condition should so improve so that she is no longer medically required to be maintained in a hospital, nursing home or other similar long term health care facility. Further, the Husband's responsibility under this subparagraph 2.3 (c) is limited to only those in-home health care providers previously approved by the Husband, the Husband shall not unreasonably withhold his consent, and if the parties are unable to agree on such home health care providers, the matter shall be resolved by Wendy Weinstein, child of the parties, in her role as limited guardian pursuant to order entered January 10, 1996, 95 P 5546. The Husband shall not withhold these payments pending the resolution of any dispute. The Wife's present condition in-home nursing expenses are currently costing approximately \$3,250.00 per month. The Husband's responsibility for in-home nursing care for the Wife shall not exceed \$4,000.00 per month. Any in-home nursing expenses in excess of said \$4,000.00 per month shall be the sole responsibility of the Wife. Further, the Wife

shall not enter into any discussions or negotiations with any nursing care provider relative to any cost increases for nursing services nor shall she agree to any increases for the cost of in-home nursing care, for which the Husband is responsible to pay, without the express written consent of the Husband. The Husband shall be entitled to monthly assessments of the Wife's in-home health care from the health care providers. The Wife agrees to provide Wendy Weinstein, child of the parties, with an irrevocable medical authorization, a copy of which is attached hereto as Exhibit "A", allowing Wendy the right to inspect and copy any of the Wife's medical records so long as the Husband has an obligation to pay to the Wife maintenance as provided in this Agreement. It shall be the Wife's responsibility to provide the Husband each month with an itemized list, with attached service provider receipts, for all in-home health care expenses for which she seeks reimbursement from the Husband. The Husband shall reimburse the Wife within seven (7) days of receipt of said itemized list and receipts.

- (d) The automobile insurance premium for the Wife's automobile in an amount not to exceed \$250.00 per month, or \$3,000.00 per year. Any automobile insurance premiums in excess of said \$3,000.00 per year shall be the Wife's sole responsibility.
- (e) Burton shall upon presentation from Penny or from Penny's insurance carrier, pay the costs for workman's compensation premium for penny's home health care providers in 1996 and all future years. Burton shall reimburse Penny the sum of \$365.00 for the 1996 premium within 10 days.

2.4 All additional maintenance provided in Paragraphs 2.3 (a), (b), (c) and (d) shall commence upon the effective date of this Agreement to be paid on the first day of each month with respect to the payment required in paragraph 2.3(b) and to be paid when due with respect to the payments required in paragraphs 2.3 (c) and (d), and continuing until the occurrence of the first of the following events:

- (a) The death of the Husband;

- (b) The death of the Wife;
- (c) The remarriage of the Wife;
- (d) The cohabitation by the Wife on a resident, continuing conjugal basis as found by a court of competent jurisdiction upon proper notice, petition and hearing;
- (e) At such time when the Wife's medical condition requires her to be maintained in a hospital, nursing home or other similar type of long term health care facility.

The occurrence of the any one of the foregoing events in subparagraphs 2.4 (a) (b), (c) or (d) herein shall forever terminate the Husband's obligation to pay and the Wife's right to receive current additional maintenance under the provisions of Paragraphs 2.3 (a), (b), (c) and (d), provided however, in the event that the Wife's physical condition should so improve so that the Wife is no longer required to be maintained in a nursing home or other similar long term care facility and the Wife is capable of living independently in a private residence, the Husband's obligations pursuant to this paragraph 2.4 shall be reinstated in the month succeeding such time as the Wife resides in a private residence, it being specifically agreed that Husband's obligations for additional maintenance under the provisions of Paragraphs 2.3 (a), (b), (c) (d) and (e), shall fully abate in the month succeeding the Wife vacating her then private residence and during such time as the Wife is in a hospital, nursing home or other similar long term health care facility.

2.5 Medical Maintenance. As and for additional maintenance for the benefit of the wife, the Husband shall pay directly to the provider of services, the following expenses incurred by the Wife related to her medical expenses and health insurance:

- (a) Health Insurance Premiums. So long as the parties remain married, the Husband shall maintain the Wife as a dependent spouse as long as she remains eligible on his existing health

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insurance policy and he shall be fully responsible for the premiums for said coverage. In the event that the Husband should ever seek and obtain a Judgment of Dissolution of Marriage dissolving the bonds of matrimony with the Wife, the Husband shall fully cooperate with the Wife to assist her in obtaining a continuation or conversion of the existing health and hospitalization insurance to a separate policy issued on her behalf pursuant to the provisions of the Illinois Spousal Health Insurance Rights Act of 1985 (SHIRA) P.A. 84-556 and the Consolidated Omnibus Budget Reconciliation Act (COBRA) P.L. 99-272. The Husband shall obtain and execute all documents necessary to obtain said continuation and conversion. Upon obtaining said separate policy, the Husband shall be solely responsible for the payment of premiums thereunder. Further, the Wife shall cooperate fully to apply for and obtain any health insurance coverage available to her after the COBRA or SHIRA continuation period expires such as the Illinois CHIPS program, any federal national health insurance plan as may then exist or other similar available health insurance, Medicare or Medicaid, etc. The Husband shall be solely responsible for the payment of premiums thereunder.

(b) It shall be the Wife's responsibility to provide Husband (or the parties daughter Wendy), each month with an itemized list, with attached service provider paid receipts, for all medical, dental and pharmaceutical expenses for which she seeks reimbursement from the Husband or which are required to be submitted to the health insurance provider or governmental agency for payment or reimbursement. The Husband within seven (7) days of receiving receipts from the Wife or Wendy, shall pay said expenses (or to reimburse the Wife if she has paid said expenses) for all hospital, medical, dental, pharmaceutical or other such services rendered on behalf of the Wife which may be reimbursed to the Husband from his medical insurance or from his medical reimbursement plan with his employer. As to such expenses which may not be reimbursed to the Husband, the Wife shall follow the same procedures for extraordinary medical, dental, hospital, pharmaceutical, or other such services for the Wife. With respect to said

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expenses, the Wife shall, except in cases of emergency or impossibility, give the Husband advance notice and consult with him prior to incurring treatment that would result in a financial responsibility for the Husband. The Wife shall be solely responsible for all ordinary medical and dental expenses not related to the Wife's Parkinson's disease and these ordinary expenses shall not be submitted to Steve brown for payment.

(c) To the extent that the Wife is eligible for Medicare, Medicaid or other governmental health insurance or payments of health related expenses, the Husband's Medical Maintenance obligations under paragraph 2.5 are relieved.

2.6 All additional maintenance provided in Paragraphs 2.5 (a) and (b) shall commence upon the effective date of this Agreement and continuing upon the first day of each and every month thereafter until the occurrence of the first of the following events:

- (a) The death of the Husband;
- (b) The death of the Wife;
- (c) The remarriage of the Wife;
- (d) The cohabitation by the Wife on a resident, continuing conjugal basis as found by a court of competent jurisdiction upon proper notice, petition and hearing;

The occurrence of the any one of the foregoing events shall forever terminate the Husband's obligation to pay and the Wife's right to receive current additional maintenance under the provisions of Paragraphs 2.5 (a) and (b).

2.7. The parties agree that the terms and provisions of paragraph 2.3, 2.4 and 2.5 herein, above shall not be subject to modification for any reason whatsoever as provided in Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

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2.8 The sums paid by the Husband to the Wife or directly to service providers on behalf of the Wife pursuant to paragraphs 2.1 (maintenance), 2.3 (additional maintenance except the real estate taxes provided for in paragraph 2.3(a) herein) and 2.5 (medical maintenance) and each and every subparagraph thereof of this Article are mutually acknowledged to be paid incident to the Judgment of Legal Separation or a Judgment of Dissolution of Marriage and in discharge of the Husband's legal obligation to support the Wife. Said sums shall be includible in the gross income of the Wife and deductible from the gross income of the Husband for purposes of federal and state income taxation within the meaning and intendment of Sections 71 and 215 of the United States Internal Revenue Code of 1986, as amended, or of any identical or comparable provision of a federal or state revenue code hereinafter enacted or modified. Both parties believe that the real estate taxes being paid by the Husband pursuant to paragraph 2.3(a) herein are tax deductible to the Husband, however, in the event said real estate taxes are not tax deductible to the Husband, then the Husband shall pay said real estate taxes directly to the Wife and she shall pay said real estate taxes to the tax collector and said payment to the Wife is hereby mutually acknowledged to be paid incident to the Judgment of Legal Separation or a Judgment of Dissolution of Marriage and in discharge of the Husband's legal obligation to support the Wife. Said sums shall be includible in the gross income of the Wife and deductible from the gross income of the Husband for purposes of federal and state income taxation within the meaning and intendment of Sections 71 and 215 of the United States Internal Revenue Code of 1986, as amended, or of any identical or comparable provision of a federal or state revenue code hereinafter enacted or modified and the Wife shall be entitled to claim said real estate tax payments as deductions on her Federal and State income tax returns.

2.9 In the event that all or any part of the payments required by this Article are not so includible in the Wife's income and are not so deductible by the Husband in the determination of their respective taxable incomes, whether by reason of Internal Revenue Service interpretation,

amendment or repeal of existing revenue statutes, or otherwise, the amount to be required by this Article shall be adjusted by agreement of the parties to carry out the intention of the parties with respect to after-tax dollars paid and received. In the event the parties are unable to agree as to the amount of said adjustment, as to the manner of effecting said adjustment, or as to any other aspect thereof, said issue may be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

2.10 The Husband's total obligations to support the Wife are set forth in this Article II. In no event shall the Husband be responsible for the payment of the Wife's expenses connected with her residence in a nursing home or other similar type of long care facility, which expenses shall be the Wife's sole responsibility and the Wife hereby indemnifies and holds the Husband harmless thereon. This paragraph 2.10 shall not be subject to modification for any reason whatsoever as provided in Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

2.11 The Husband hereby stipulates that he is able to be self-supporting through appropriate employment and/or through property ownership, including marital property apportioned to him pursuant to this Agreement, to provide for his reasonable needs for maintenance and support. Accordingly, the Husband hereby waives, remises and releases any and all claims against the Wife for maintenance, alimony and spousal support, whether past, present or future.

ARTICLE III

SECURITY FOR THE WIFE

3.1. In the event that the Husband shall predecease the Wife, while still having any obligation to pay the Wife maintenance under Article II herein, the Wife shall have a claim against the Husband's estate for an amount equal to \$500,000.00 in lieu of any other rights or claims she may have under this Agreement except for any vested arrearages.

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3.2. The Husband has established a revocable trust called the Weinstein Marital Settlement Trust dated October 11, 1996. Said Trust Agreement shall provide that the Husband's obligation under this Agreement to the Wife shall be satisfied under the terms of said Trust following the Husband's death. To the extent that any sums are due to be paid to the Wife under the terms of this Agreement after the death of the Husband, all such sums shall be paid into said Trust for the benefit of the Wife.

3.3. The Husband shall keep and maintain in full force and effect the policies of insurance on his life in an unencumbered sum of \$380,000.00. In order to secure any obligations of the Husband under the terms of this Agreement, within ten days after the effective date of this Agreement, the Husband shall execute and deliver to the insurer any and all necessary documents required to designate the Weinstein Marital Settlement Trust dated October 11, 1996, as irrevocable beneficiary, thereof for so long as the Husband has an obligation to the Wife under the terms of this Agreement.

3.4. The Husband may, at his election, substitute new or existing policies of insurance for those currently designated to satisfy his obligations under this Article.

3.5. Upon request by the Wife, within 7 days the Husband shall furnish proof of payment of all premiums and proof of the beneficiary designation as to the insurance aforesaid and he shall without the Wife's request, furnish to the Wife such proof on an annual basis.

ARTICLE IV

PROPERTY SETTLEMENT FOR WIFE

4.1. The parties are presently the beneficiaries of a Trust Agreement at La Salle National Bank Trust Number 10555 dated November 10, 1982, which trust holds the legal title to the improved real estate commonly known as 3620 Radcliffe Drive, Northbrook, Illinois, the legal description of which is set forth in Exhibit "B", attached hereto and made a part of this Agreement.

4.2. Upon the effective date of this Agreement, the Wife shall convey, by Quit Claim Deed and by an assignment of 100% of the beneficial interest in Trust Agreement 10555, all of her right, title and interest in and to said property to the Husband. Other than the real property taxes for 1995 and subsequent years, the Husband and Wife warrant that there are no liens, encumbrances, or clouds against title to said property which did not appear of record at the time the parties took title thereto. Other than as set forth above, if there are subsequently found to be any liens, encumbrances, or clouds against title to said property which may have been caused by the actions or inactions of the Husband or the Wife, the party responsible therefor shall take all actions necessary to remove same, shall be financially responsible for the payment thereof and shall indemnify and hold the other party harmless from any liability thereon. In the event the Husband chooses to borrow money against the Northbrook residence or any replacement residence, he shall be allowed to do so up to 65% of the fair market value of the residence provided that the Husband shall be totally responsible for any mortgage payments or other costs associated with said mortgage and further provided that the mortgage amount existing on the sale of the Northbrook residence shall not be used to reduce the cost of the purchase price of the replacement residence.

- (a) Provided the Wife's health so permits, the Husband or his estate agrees to allow the Wife to reside in the premises located at 3620 Radcliffe Drive, Northbrook, Illinois so long as she occupies said house as her principal residence. The parties agree, that for the purposes of this agreement, the Wife shall be deemed healthy and therefore allowed to reside in the current residence or any replacement residence as defined herein, provided that the Wife, with the concurrence of her medical doctor charged with the treatment of the Wife's Parkinson's disease, is able to reside in a private residence with the assistance of a sole full time health care provider and not be medically required to reside in a nursing home or other long term healthcare facility.

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- (b) Throughout the period of the Wife's exclusive use, possession and occupancy of said premises, the Wife shall be solely responsible for all ordinary household expenses including but not limited to utilities, lawn and landscaping maintenance, snow removal, homeowner's personal property contents or "floater" insurance, condominium or homeowner's association assessments, minor repairs, decorating, remodeling (except as provided for in paragraph 4.3(a) herein) and landscaping performed on said premises and the like. The Husband shall be responsible for all major repairs on the premises. Except in cases of emergency, the Wife shall give ten (10) days prior written notice to the Husband of the necessity of incurring such major repair expenses and shall include with said notice exact copies of any and all estimates which the Wife has obtained with respect to the work to be performed. Upon receipt of said notice, the Husband shall not unreasonably withhold his consent to the making of said major repairs. For purposes of this subparagraph, "major repairs" shall be defined as the restoration, reconstruction or replacement, in whole or in part, of any essential structural component of the premises, including, but not limited to, roof, furnace, central air conditioning, plumbing fixtures, foundation, water heater and the like which exceed \$500.00.
- (c) Replacement Residence. If the Wife is healthy and desirous of moving to a condominium, the Northbrook residence shall be sold and an amount not to exceed the net proceeds from the sale shall be reinvested by the Husband in a replacement residence for the Wife, to be owned by the Husband, subject to the same terms and conditions as applied to the Northbrook residence relative to the payment of costs which are the financial responsibility of the Husband and those costs which are the financial responsibility of the Wife. The Wife shall be responsible for any real estate brokerage commissions, if any; attorneys' fees for closing; title expenses; costs of

title insurance; costs of city, county and state revenue stamps and any and all other costs and expenses of a nature and in an amount usually and ordinarily incurred in connection with the sale and purchase of real estate property (except for any mortgage, loan balance, lien or encumbrance recorded against the property. The Husband shall be required to pay any such mortgage, loan balance, lien or encumbrance incurred by the actions or inactions of the Husband prior to the date of the closing).

(d) During the Wife's lifetime, the Wife shall be allowed to reside in the Northbrook residence or any replacement residence, until the first to occur of the following events:

- (i) The death of the Wife;
- (ii) The remarriage of the Wife;
- (iii) The cohabitation by the Wife on a resident, continuing conjugal basis as found by a court of competent jurisdiction upon proper notice, petition and hearing;
- (iv) The Wife permanently vacating the residence due to health problems and permanently moving into a nursing home or other long term health care facility, in which case, the Husband shall be allowed to sell, transfer, or to otherwise dispose of said residence or replacement residence and the Wife's right to reside therein shall terminate.

4.3 Lump Sum Settlement. The Husband covenants and agrees that he will pay to the Wife as and for a lump sum marital property settlement, the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) payable in installments as follows:

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- (a) Ten Thousand dollars to be tendered to the Wife with a check postdated to 37 days after the entry of a Judgment of Legal separation provided said Judgment is final (ie; no appeal or Motion to Reconsider or Vacate being filed).
- (b) An amount not to exceed Sixty Five Thousand (\$65,000.00) to be utilized to renovate, repair and improve the residence located at 3620 Radcliffe, Northbrook, Illinois, in the following respects and times:
- (1) Up to \$65,000.00 shall be required to be paid during 1997 for the following renovations, repairs and improvements:
 - (i) Remodeling the kitchen, including but not limited to new cabinets, floor coverings, countertops.
 - (ii) New major kitchen and laundry appliances including stove, oven, refrigerator, dishwasher, washer and dryer.
 - (iii) Remolding the second floor bathroom to make it wheelchair accessible.
 - (iv) Install a chair lift from the first floor to the second floor and to make such other necessary repairs to make the residence (except the basement), wheelchair accessible.
 - (v) Repainting the interior and exterior of the residence.

Any unused portion of the \$65,000.00 specified above, shall be paid directly to the Wife upon completion of the above remodeling upon receipt of all mechanics lien waivers for the work done, but not later than December 31, 1997.

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- (2) It shall be the Wife's responsibility to obtain plans, drawings and estimates from several reputable contractors, builders, tradesmen or suppliers relative to the expenditure of funds for the improvements to be done and the Wife shall submit said plans, drawings and estimates to the Husband for his approval, which approval shall not be unreasonably withheld. The final decision as to which contractor to use or improvement to be made shall be jointly decided by the Husband and Wife taking into consideration both the Wife's special needs and requirements and the desire to have the home maintain its marketability and value.
- (3) Both the Husband and the Wife shall be required to sign any and all contracts, authorizations, change orders or other documents required to effectuate the above modifications and repairs. Failure to have the written signature and authorization of a party shall release that party from financial responsibility.
- (c) \$50,000.00 shall be required to be paid within 12 months of the last payments due under paragraphs 4.3 (a) and (b) herein.
- (d) Minimum yearly payments. The remaining \$100,000 of the lump sum settlement the Husband shall make yearly installment payments of not less than \$10,000.00 per year commencing in calendar year 1998. Each minimum yearly payment shall be made on or before December 31 of each year. The Husband at his sole discretion may make his yearly payments at such intervals and in such amounts as he shall so choose provided that by December 31 of each calendar year he has paid a minimum of \$10,000.00 into the Wife.

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- (e) Termination as to unpaid installments. Without regard for any provision hereof to the contrary, the Husband's obligation to make future installments and payments, with respect to any unpaid sums due with respect to said \$225,000.00 lump sum settlement, shall terminate upon the occurrence of the death of the Wife which shall forever terminate the Husband's obligation to pay and the Wife's right to receive any unpaid sums required under the provisions of Paragraphs 4.3.
- (f) If the Husband dies prior to paying a total of \$225,000.00 lump sum settlement, any unpaid installments shall be accelerated and due immediately and shall be deemed a valid claim against the Husband's estate.

4.4. Without regard for any provision hereof to the contrary, the Husband's lifetime obligation to make future installments and payments, with respect to any unpaid sums due with respect to said \$225,000.00 lump sum settlement, shall abate during such time when the Wife's medical condition requires her to be maintained in a hospital, nursing home or other similar type of long term health care facility and such installments shall be reinstated in the event that the Wife's physical condition should so improve so that the Wife is no longer required to be maintained in a nursing home or other similar long term care facility and the Wife is capable of living independently in a private residence, the Husband's obligations pursuant to this paragraph 4.3 shall be reinstated in the month succeeding such time as the Wife resides in a private residence.

4.5. The parties acknowledge and stipulate that the payments set forth in this Article shall not be subject to modification for any reason whatsoever pursuant to the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

4.6. As a further division of property rights, the Wife shall retain as her sole and separate property free and clear of any and all rights, claims or interest of the Husband the following items:

- a. All furniture, furnishings, appliances, clothing, jewelry, and other personal property presently in her possession.
- b. All bank accounts, certificates of deposit, money market funds, stocks, IRA accounts, currency, lines of credit or other monetary funds or accounts in her individual name.
- c. All insurance policies, cash surrender values, loan values, annuities, and all other contractual rights, whether existing, inchoate, vested or contingent, causes of action in tort or contract or equity in her individual name.
- d. 1987 Mercedes Benz Automobile.
- e. \$200.00 in face value US Savings Bonds.
- f. \$500.00 in face value Israeli Bonds.
- g. 50% of the balance on deposit in Bank Leumi Account #85312/56

4.7 Additional Property Settlement Payments for the Wife's Income Taxes. Burton shall upon presentation of Penny's 1996 Federal and State Income tax return, pay all unpaid, if any, 1996 State and federal Income taxes. Burton shall also pay the tax preparer's fees associated therewith. In any calendar year after 1995, if and when the Husband's adjusted gross income from employment exceeds \$350,000.00, the Husband, shall pay to the Wife, as a non-taxable property payment, a sum equal to the Wife's Federal and Illinois State income taxes for the same calendar year which taxes were attributable to taxable income paid to the Wife by the Husband after deducting all of the Wife's deductions and credits of any kind whatsoever. The Husband's obligation under this paragraph shall not exceed \$7,500.00 per year nor shall the Husband have any obligation under this paragraph in any calendar year when his adjusted gross income is \$350,000.00 or less. A written affidavit and certification by the Husband's accountant that the

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December 17, 1996 Version 13

- b. D. H. Blair Account.
- c. Improved real estate located at 1800 N. Cleveland Avenue, Unit W, Chicago, Illinois and 3620 Radcliffe, Northbrook, Illinois.
- d. Ownership interest in Husband's law practice, Baskin, Server, Berke, Weinstein and Spiro.
- e. Husband's interests in the Baskin, Server, Berke, Weinstein and Spiro Employees' Profit Sharing Trust and Baskin, Server, Berke, Weinstein and Spiro Employees' Savings Opportunity Trust (401k).
- f. Husband's IRA Accounts.
- g. Ownership interests in the following limited partnerships.
- h. Life Insurance Policies.
- i. Structured Settlements.
- j. American National Bank Accounts.
- k. 1990 Federal (\$8,719.06) and State Income (\$1,081.46) tax refunds together with all interest accumulated thereon, which refunds are now on deposit at American National Bank in account #32324421. Burton shall be responsible for the income taxes attributable to the accrued interest from the date of deposit through the withdrawal.
- l. Bell Federal Savings account #315253.
- m. 50% of the balance on deposit in Bank Leumi Account #85312/56

5.2. As a further division of property rights, the Husband shall retain as his sole and separate property free and clear of any and all rights, claims or interest of the Husband the following items:

- a. All furniture, furnishings, appliances, clothing, jewelry, and other personal property presently in his possession.
- b. All bank accounts, certificates of deposit, money market funds, IRA accounts, currency, lines of credit or other monetary funds or accounts in his individual name.
- c. All insurance policies, cash surrender values, loan values, annuities, and all other contractual rights, whether existing, inchoate, vested or contingent, causes of action in tort or contract or equity in his individual name.
- d. 1990 Mercedes Benz Automobile.

ARTICLE VI

DEBTS AND LIABILITIES

6.1. The Husband shall pay and defray those debts and liabilities associated with his law practice with Baskin, Server, Berke, Weinstein and Spiro, and he shall further indemnify and hold the Wife harmless with respect thereto.

6.2. Except as otherwise set forth in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto, and each party shall be responsible for any lien, debt or liability associated with the ownership, operation or possession of an asset received of that party.

UNOFFICIAL COPY**ARTICLE VII****ATTORNEYS' FEES AND COSTS**

7.1. The Husband shall pay to the firm of David B. Yavitz, Ltd., in addition to any sums heretofore paid, the sum of Twenty Five Thousand Dollars (\$25,000.00) upon the effective date of this Agreement. The Husband shall pay to the firm of Schiller, DuCanto & Fleck, his former attorneys, in addition to any sums heretofore paid, the sum of Fifteen Thousand Dollars (\$15,000.00) upon the effective date of this Agreement. Further, the Husband shall pay to the firm of Kalcheim Schatz and Berger, in addition to the fifteen thousand dollars (\$15,000.00) heretofore paid, the sum of Twenty Five thousand Dollars (\$25,000.00) upon the effective date of this Agreement as his contribution towards the wife's attorneys' fees and costs herein.

7.2. The Husband shall pay to the firm of Rinella and Rinella, in addition to any sums heretofore paid, the sum of Seven thousand five hundred Dollars (\$7,500.00) and to attorney Pauline Dembicki in addition to any sums heretofore paid, the sum of Four Thousand Dollars (\$4,000.00) payable 30 days from the effective date of this Agreement, as his contribution towards the Wife's attorneys' fees and costs herein and in a certain probate court proceeding.

7.3. The Wife shall be responsible for the payment of any and all attorney's fees and costs determined to be owed to Gemma Allen and Pretzel and Stouffer relative to their representation of the Wife herein. The Husband shall indemnify and hold the Wife harmless for 50% of any fee required to be paid to Gemma Allen and Pretzel and Stouffer. The Wife shall not settle or consent to the payment of any fees or costs to Gemma Allen and Pretzel and Stouffer without the prior written consent of the Husband.

7.4. Except as set forth above, each party shall bear sole liability for the payment of his or her respective attorneys' fees and costs and each party shall indemnify and hold the other harmless with respect thereto.

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ARTICLE VIII

GENERAL PROVISIONS

8.1 RELIGIOUS PROCEEDINGS. In the event that a Judgment of Dissolution of Marriage is ever entered by a Court of competent jurisdiction, the parties agree that each shall take all necessary actions and shall execute all necessary documents, to effect a Jewish ghet, in accordance with the requirements of the Jewish faith. The costs and expenses incident to the accomplishment of the religious proceeding shall be borne by the Husband.

8.2. EXECUTION OF DOCUMENTS. Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

8.3. MUTUAL RELEASES. To the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants, and each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, whether existing by reason of the marital relation between said parties here to pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent, and for all damages and/or injuries arising out of the intentional or unintentional acts by either party against the other, whether or not within or incident to the marriage relationship existing between the parties. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agents or servants for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees, or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

8.4. **WAIVER OF ESTATE CLAIM.** Each of the parties hereby waives and relinquishes all rights as a surviving spouse including the Spouse's Award, rights of a surviving spouse to renounce the decedent's will, all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

8.5 **INCORPORATE - NON-MERGER.** This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated by reference in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Legal Separation or Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment of Legal Separation or Judgment of Dissolution of Marriage. The parties further agree to protect the right of privacy of the other and hereby agree not to publish or disclose the terms hereof without the clear necessity therefor.

8.6. **CONSTRUCTION OF AGREEMENT.**

- (a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.
- (b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- (c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- (d) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- (e) The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.
- (f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.
- (g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or the Wife.
- (h) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment of Legal Separation or Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

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- (i) This Agreement shall become effective immediately upon its execution by the parties provided, however, should the parties, or either of them, ever seek approval of this Agreement by a court of competent jurisdiction in conjunction with the entry of any Judgment of Legal Separation or Judgment of Dissolution of Marriage this agreement shall be submitted to the Court for inclusion as and for the terms of said Judgments.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and date set forth hereinabove.

Penny J. Weinstein
Penny J. Weinstein

Burton I. Weinstein
Burton I. Weinstein

Ben Schuf
Witness as Penny's Signature

[Signature]
Witness as Burton's Signature

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a NOTARY PUBLIC in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Penny J. Weinstein, 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 she signed, sealed and delivered the said instrument as her free and voluntary act.

Given under my hand and official seal, this _____ day of _____, 19____.

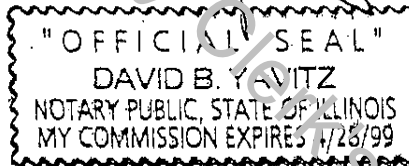
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a NOTARY PUBLIC in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Burton I. Weinstein, 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 the said instrument as his free and voluntary act.

Given under my hand and official seal, this 17 day of Dec, 19 96.

Notary Public



LAKE, TOBACK & YAVITZ
Attorneys for Petitioner
Attorney Number 91145
161 North Clark Street, Suite 2200
Chicago, Illinois 60601
Telephone No. (312) 726-7111

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. Petitioner's Petition for Legal Separation is granted and the parties are awarded a Judgment of Legal Separation.

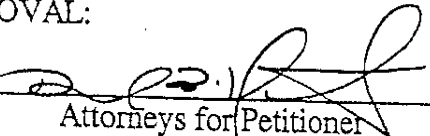
B. The Petitioner Burton I. Weinstein, shall pay to the Respondent Penny J. Weinstein, the maintenance as provided in the Marital Settlement Agreement.

C. The Marital Settlement Agreement between the Petitioner and the Respondent, and hereinabove set forth in full, is made a part of this Judgment of Legal Separation; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth *verbatim* as the Judgment of this Court; each of the parties hereto shall perform under the terms of this agreement.

D. Pursuant to the terms of said Marital Settlement Agreement, and under the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, said Agreement shall not be modifiable by subsequent action of any Court without the express written consent of the parties hereto.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Legal Separation, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto as hereinabove set forth.

APPROVAL:


Attorneys for Petitioner

Attorneys for Respondent

ENTER:	FILED DEC 19 1996 EDWARD R. JORDAN	# 1 6 3 1
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JUDGE

LAKE, TOBACK & YAVITZ
Attorney No. 91154
Attorneys for Petitioner
161 North Clark Street, Suite 2200
Chicago, Illinois 60601
Telephone No. (312) 726-7111