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CERTIFICATION  
 I, Chris Kachiroubas, Clerk of the 13th Judicial Circuit Court, DuPage County, Illinois, do hereby certify this to be a true and correct copy as it appears from the records and files in my office. IN WITNESS WHEREOF, I have hereunto set my hand and caused to be attested in the City of DuPage, Illinois  
 OCT 9 2 2006

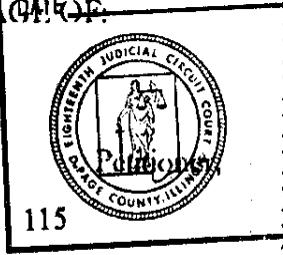
IN RE THE MARRIAGE OF:

RENA BENJAMIN,

and

CHAVARAS BENSON,

Respondent.



*Chris Kachiroubas*  
 CHRIS KACHIROUBAS, Clerk  
 By *Ned Maselko*  
 Deputy Clerk 1831

FILED  
 06 OCT -2 AM 10:19  
 13th JUDICIAL CIRCUIT COURT  
 CLERK'S OFFICE  
 115 EAST OGDEN ST  
 PEORIA, ILLINOIS 61602  
 CASE CLOSED  
 JUDGE'S INIT.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come to be heard, the Petitioner, RENA BENJAMIN, appearing in person and by counsel, the Respondent, CHAVARAS BENSON, appearing in person and by counsel and by the agreement of the parties that this matter proceed as an uncontested hearing as in the cases of default with regards to grounds and all remaining issues and the Court having heard the sworn testimony of the Petitioner and the Respondent regarding the oral settlement agreement entered into by the parties addressing the issues of marital and non marital property, property rights, maintenance, attorney's fees and all other rights of the respective parties arising out of the marriage, all of which terms are reduced to writing and fully expressed herein, and after being fully advised in the premises, this Court hereby Finds as follows:

1. That this Court has jurisdiction over the parties hereto and of the subject matter hereof.
2. That the Petitioner is 37 years of age, presently residing in DuPage County, Illinois and resided in the State of Illinois for more than 90 days preceding the making of these findings.
3. That the Respondent is 36 years of age, presently residing in Peoria, Arizona, but resided in Illinois at the time of the institution of these proceedings and submitted himself to the jurisdiction of this Court.



Doc#: 0628416122 Fee: \$44.50  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 10/11/2006 01:31 PM Pg: 1 of 11

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4. The parties were married on May 18, 2003 in Hinsdale, DuPage County, Illinois.
5. That no children were born to the parties, no children were adopted by the parties and the Petitioner is not now pregnant.
6. That irreconcilable difference have caused the irretrievable breakdown of the marriage, efforts at reconciliation have failed, future attempts at reconciliation would be impracticable and not to the best interest of the parties and the parties have lived separate and apart for a period in excess of 6 months prior to the entry of this Judgment for Dissolution and have executed a written waiver of the two year statutory period.
7. On August 31, 2006, the parties entered into an oral agreement between themselves settling all questions of maintenance, property rights, marital debt, attorney's fees and other rights of the respective parties arising out of their marriage and both parties testified under oath as to the nature of the agreement, which the Court accepted as evidence and the terms and conditions of which are incorporated herein.
8. The material allegations of the Petition for Dissolution of Marriage have been proven by Petitioner by substantial, competent and relevant evidence and a judgment for dissolution of marriage should be entered herein.

Whereas by matter of Petitioner's attorney, It Is Hereby Ordered, Adjudicated and Decreed:

- A. The parties are awarded a judgment for dissolution of marriage and the bonds of matrimony existing between Petitioner, RENA BENJAMIN, and Respondent, CHAVARAS BENSON, are hereby dissolved.
- B. The oral settlement agreement which terms have now been reduced to writing below and the terms and conditions of which are attached hereto are made a part of this judgment for dissolution of marriage and the provisions of the agreement are expressly notified, confirmed,

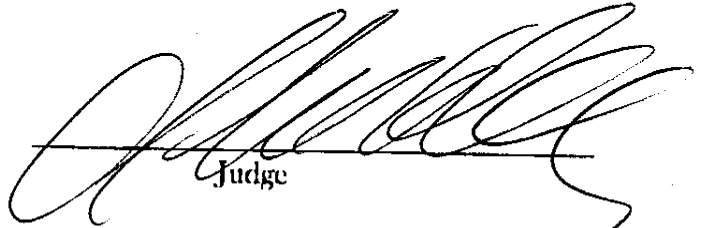
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approved and adopted as the order of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court. The parties hereto shall by order of this Court perform under the terms of said Agreement.

C. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of the settlement agreement referred to in terms and conditions as follows:

Entered:

10/2/06  
Date

  
Judge

### RECITALS

A. The parties were married on May 18, 2003 at Hinsdale, in DuPage County, Illinois. No children were born to the parties during the marriage, no children were adopted by the parties and the Petitioner is not now pregnant.

B. Irreconcilable differences have arisen between the parties, who have been estranged from each other for a period in excess of 6 months preceding the prove up of this case and who have executed a written waiver of the two year statutory period.

C. The parties considered it to be in their best interests to settle between themselves the issues of property division, maintenance, allocation of debt, attorney's fees and to settle any other rights and responsibilities growing out of their marital or any other relationship now or previously existing between them 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, or in or to any property of the other, whether real or personal, marital or non-marital, now owned or which may hereafter be acquired by either of them or any rights or claims in and to the estate of the other.

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D. Rena has employed the law offices of Martoccio & Martoccio as her attorneys and Chavaras has employed George E. Becker as his attorney. Each side has had the benefit of the advise of counsel throughout these proceedings.

E. Each side represents and warrants to the other that he or she has made a full disclosure of assets and liabilities and other relevant matters including the extent of any interest and any income derived from any source. Both parties have conducted written discovery including interrogatories and production requests and taken depositions of each other and necessary third parties.

F. Both parties expressly represent and state that the Settlement Agreement between them was entered into free from any coercion or duress and with the full knowledge of the terms and conditions of the Settlement Agreement. Each expressly states that he or she has relied on no representations made by the other except those terms expressly stated in court at the prove up of this matter, which are now reduced to writing.

G. The parties believe that the Settlement Agreement is fair and reasonable under their present circumstances and each of them agree to have the terms incorporated into a judgment for dissolution of marriage.

## Agreement

Now therefore, in consideration of the mutual and several promises and undertakings in the Settlement Agreement and for other good and valuable consideration the receipt of sufficiency of which is acknowledged the parties do hereby agree as follows:

1.1 RIGHT OF ACTION. This agreement is not no to obtain or stimulate a dissolution of marriage. Beyond the execution of this agreement CHAVARAS reserves the right to prosecute any action for dissolution of marriage currently pending or which may be filed and to defend any action which may be commenced by RENA. RENA reserves the right to prosecute any action for

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dissolution of marriage currently pending or which may be filed and to defend any action which may be commenced by CHAVARAS.

2.1 GROUND. RENA and CHAVARAS agree that they have experienced irreconcilable differences with each other which have caused the irretrievable breakdown of their marriage. Past attempts at reconciliation have failed, and future attempts at reconciliation would be impracticable and not in their best interests. CHAVARAS and RENA have lived separate and apart from each other for a continuous period since prior to the filing of the Petition for Dissolution of Marriage filed August 15, 2005, in this cause action. CHAVARAS and RENA agree to waive the requirement that they live separate and apart for a period in excess of two (2) years, and their signatures to this Agreement represent their intention to stipulate to that effect.

3.1. MAINTENANCE. The parties hereby represent that each is mentally, physically, and emotionally able to be financially self-supportive and does therefore hereby waive his or her right to maintenance against the other, now and forever.

4.1. REAL ESTATE. A. Marital Properties. The parties presently own 3 parcels of marital real estate which are commonly known as:

- I. 6158 Knollway Drive #101, Willowbrook, Illinois.
- II. 12716 S. Winchester, Blue Island, Illinois.
- III. 7242 Buckskin Trail, Peoria, Arizona.

The Blue Island and Peoria properties are listed for sale with a licensed real estate broker. The Willowbrook property has a written lease through November 30, 2006. The parties agree to list the property as soon as practical, but no later than November 30, 2006 at a price of not less than \$160,000.00 through a licensed broker, subject to the terms of the lease.

Upon the sale of each of the aforementioned properties and after paying the mortgages, all necessary broker's commissions, real estate tax credits, together with standard and customary closing costs including, but not limited to title insurance, survey, state, county or local transfer taxes

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and assessments the net proceeds shall be divided 60% to Wife and 40% to Husband. The parties' net proceeds shall first be paid to their respective legal fees until paid in full, thereafter \$12,500.00 shall be allocated to Chavaras to pay for Rena's share of the credit card debt and any net proceeds thereafter shall be paid to the respective party.

During the period between the entry of the judgment for dissolution and the sale of the aforementioned parcels, Chavaras shall be responsible to pay the principal, interest, taxes, insurance, maintenance and upkeep on each of the properties without contribution from Rena Benjamin. He shall be entitled to collect all rents associated with the Blue Island and Willowbrook properties and may use same to pay any and all expenses associated with the properties including the mortgages and taxes and indemnify and hold Rena safe and harmless from any obligation thereunder.

Charavas shall notify or cause to be notified, Rena's counsel, Martoccio & Martoccio, regarding any offers, contracts, closing dates or other information regarding the sales of any of the three marital properties.

Both parties shall fully cooperate with all sales of marital property. Should either party fail to execute any deed, contract or other document necessary for the sale of the marital real estate at a reasonable price and terms within a reasonable time prescribed, then a judge of this Court is authorized to execute such conveyance or assignment for and in the place of such party.

**B. NON-MARITAL PROPERTY.** The parties agree that the following real property is non-marital and shall be Chavaras' free and clear of any claim by Rena:

- I. 4430 Butterfield Road, Hillside, Illinois.
- II. 6185 Pinewood Ct., Unit 202, Willowbrook, Illinois.
- III. 6176 Knoll Valley #101, Willowbrook, Illinois.
- IV. 6157 Knollway Drive #101, Willowbrook, Illinois

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Chavaras shall be responsible for all principal, interest, taxes, insurance, maintenance and upkeep associated with each of the non-marital properties, without contribution from Rena and indemnify and hold Rena harmless from any obligations or claims regarding said properties.

5.1. PERSONAL PROPERTY. (a) Chavaras shall retain sole ownership of all personal property in the Peoria, Arizona home and all personal property in his possession.

(b) Rena shall retain sole ownership of all personal property in her possession.

(c) Rena claims that she has lost certain items of personal property including, but not limited to her engagement ring, purses, other jewelry; saris, lengas and furniture. Chavaras shall provide her with the names, addresses and telephone numbers for the insurance carrier for the former Oak Brook Terrace home and the Peoria, Arizona home. He will further provide Rena with an affidavit that he does not have any of the aforementioned alleged lost property under his possession or control. If Rena is successful in her claim(s) she shall keep said monies as her property.

(d) Chavaras shall retain the 2003 BMW automobile and shall be responsible for all payments associated with same. The balance due as of the date of the prove-up was represented as \$58,000.00. Chavaras shall indemnify and hold Rena harmless from the obligations thereunder.

Chavaras shall also retain all rights, title and interest to the 2002 Audi, which was purchased prior to the marriage and which is titled in his name. Chavaras shall indemnify and hold Rena harmless from the obligations thereunder.

6.1. RETIREMENT PLANS. The parties each represent that they have no retirement plans or IRA plans.

7.1. BANK ACCOUNTS/CHECKING ACCOUNTS. Each of the parties shall keep the bank accounts in his or her own name.



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8.1. DEBTS. (a) The parties have approximately \$60,000.00 in credit card debt which was accumulate during the marriage. Rena shall contribute the sum of \$12,500.00 toward the credit card debt. This money shall be paid from her share of the net proceeds from the sale of the marital properties, after payment of her attorneys' fees due her attorneys and prior to Rena receiving any money from the sale of real estate.

(b) Chavaras shall be responsible for the balance of all credit card debt under his name whether accumulated prior to, during or subsequent to the marriage and Rena shall be responsible for any credit card debt under her name. Each shall hold the other safe and harmless from said obligations.

(c) Rena shall be responsible for all of her student loans which were accumulated prior to the marriage and which are non marital in nature as well as any credit card debt solely in her name accumulated prior to the marriage or after separation of the parties.

9.1. NON-TAXABLE DIVISION. The above and foregoing division of property is contemplated and intended to be non-taxable division to both wife and husband of mutually acquired property acknowledging their respective contributions to the accumulated marital estate as such is not a sale, payment or transfer to secure a release of marital rights, acquired during the marriage in accordance with Ch. 750 ILCS 5/503(c) of the Illinois Marriage and Dissolution of Marriage Act and said property division is non-taxable transaction, not subject to gains or losses to either spouse. Accordingly, the basis of each individual asset received in its entirety by one spouse or the other in this division will retain its present marital basis in the hands of the spouse receiving it.

10.1. EXECUTION OF DOCUMENTS. That each of the parties shall, upon demand by the other, his or her heirs, executors or administrators, at any time hereafter, execute any and all documents and instruments as may be reasonable and necessary to effectuate the provisions of



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this agreement and to release his or her respective interest in and to any property, real or personal, belonging to the other; the intention being that the property settlement provided for in the agreement shall constitute a complete adjustment of the property rights of the parties hereto.

11.1. **HOLD HARMLESS.** The term "hold harmless" or "indemnify" as used in this agreement, shall included the obligation of the obligor, or the party indemnifying, to pay for reasonable attorney's fees and expenses of the other party in defending against the claim to which the hold harmless or indemnification applies.

12.1. **MUTUAL RELEASE OF RIGHTS.** Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of homestead, maintenance and all other property rights and claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any state or of the United States of America, or any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators, and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

13.1. **AGREEMENT TO BE SUBMITTED TO COURT.** This agreement shall be submitted to the court for its approval, and if approved shall be made part of the Judgment of Dissolution of Marriage, and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the said pending suit.


14.1. **ATTORNEY'S FEES.** Each of the parties shall pay his or her own attorney's fees and costs. Rena's attorneys' fees and costs include a balance of \$5,634.42, which were reduced to


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judgment on May 11, 2006 together with legal interest from said date in favor of FORTUNATE,  
 PARRELL DAVENPORT & ARNOLD, LTD. and \$20,141.56 due to Martoccio & Martoccio,  
 which amount is now reduced to judgment in favor of Martoccio & Martoccio and against Rena  
 Benjamin. Chavaras' attorney's fees and costs due to George E. Becker are \$25,000.00, said  
 amount is now reduced to judgment in favor of George E. Becker and against Chavaras Benson.  
 The parties agree to pay their attorneys first from their respective share of the net proceeds of the  
 sale of the marital real properties, until all legal fee judgments are paid in full.

In Witness Whereof, the parties have written their respective signatures and the date below  
 their names.

  
 Chavaras Benson

  
 Rena Benjamin

Dated: 9/21/06

Dated: 9/20/06

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Name: Chavaras Benson

Property Location: 12716 S. Winchester Avenue Blue Island, Illinois 60406

Permanent Real Estate Index Number(s): 25-31-200-025-0000  
25-31-200-026-0000

Legal Description:

LOT 13 AND 14 IN BLOCK 4 IN BLUE ISLAND SUPPLEMENT, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office