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MAIL TO:

LINDA KIM CHA
3401 WEST NORTSHORE AVE.
LINCOLNWOOD, IL 60712

PREPARED BY:

LINDA KIM CHA
3401 WEST NORTSHORE AVE.
LINCOLNWOOD, IL 60712



Doc#: 0720416080 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2007 01:54 PM Pg: 1 of 20

MEMORANDUM OF JUDGMENT

On August 16, 2005 a Judgment for Dissolution of Marriage was entered in re the Marriage of **Sang-Gu Cha** and Linda Jungsook Kim Cha, affecting the personal and real properties of the Petitioner and Respondent. A copy is attached hereto.

Pursuant to said Judgment, certain real property commonly known as 6116 N. Lincoln Ave., Chicago, Illinois 60659 is conditionally encumbered.

Permanent Real Estate Index Number: 13-02-212-006-0000

Address of Real Estate: 6116 N. Lincoln Ave., Chicago, Illinois 60659.

Dated this 5th day of July 2007.


LINDA KIM CHA

Name: Linda Kim Cha
Address: 3401 WEST NORTSHORE AVE.
City/State: Lincolnwood, IL 60712
Telephone: (773) 784-1322

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LEGAL DESCRIPTION

LOT 6 (EXCEPT THAT PART OF LOT 6 LYING BETWEEN THE SOUTHERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET SOUTHWESTERLY OF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LINCOLN AVENUE) IN BLOCK 1 IN OLIVER SALINGER AND CO'S 8TH KINBALL BOULEVARD ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-02-212-006-0000

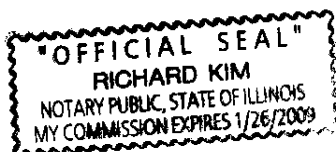
Address of Real Estate: 6116 N. Lincoln Ave., Chicago, Illinois 60659.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a notary public, and witness in and for the above county and state, certify that, LINDA KIM, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 5th day of July 2007.



NOTARY PUBLIC

This instrument was prepared by Linda Kim Cha, 3401 W. Northshore Ave., Lincolnwood, Illinois 60712

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90493

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

IN RE THE ☒ MARRIAGE ☐ CUSTODY
☐ SUPPORT OF:

SANG-GU CHA
PETITIONER and COUNTER-RESPONDENT
AND

LINDA JUNGSOOK KIM CHA
RESPONDENT and COUNTER-PETITIONER

NO: 03 D 000518

CALENDAR: 24

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner/Counter-Respondent, SANG-GU CHA by and through his attorneys, Wolfe and Polovin, and the Respondent/Counter-Petitioner LINDA JUNGSOOK CHA, by and through her attorney, Hongmee Lee and this cause came on for hearing upon the Verified Counter-Petition for Dissolution of Marriage of LINDA JUNGSOOK KIM CHA, and the Petitioner having appeared in open court in his own proper person and by his attorneys, and the Court having heard testimony of the Respondent (Counter-Petitioner) in support of the allegations contained in her Counter-Petition for Dissolution of Marriage; and the Court having considered all of the evidence and being fully advised in the premises, FINDS THAT:

A. This Court has jurisdiction of the parties hereto and of the subject matter hereof.

B. At the time this action was commenced, both parties were residents of the County of Cook and State of Illinois; and such

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residence has been maintained in excess of Ninety (90) days next preceding the making of this finding.

C. The parties hereto were lawfully married on June 29, 1980, in Chicago, Cook County, Illinois where their marriage is registered, and that they have ceased cohabitation as Husband and Wife since January 25, 2003.

D. Two children were born to the parties, Hera Cha and Edward I Cha. Both children have reached age of majority.

E. Irreconcilable differences have caused an irretrievable breakdown of the marriage of the parties, as the result of which they have lived separate and apart since January 25, 2003, a period in excess of two years from the date of the findings herein. Past attempts at reconciliation have failed and future attempts at reconciliation would be impractical and not in the best interests of the family.

F. The Respondent/Counter-Petitioner has proven the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a judgment of dissolution of marriage should therefore be entered herein.

G. The parties hereto have entered into a written Marital Settlement Agreement dated August 16, 2005 at Chicago, Illinois, concerning 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, maintenance and other matters.

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Revised 8/15/5

MARITAL SETTLEMENT AGREEMENT

This Agreement entered into this 16th day of August, 2005, in the City of Chicago, County of Cook, State of Illinois, by **LINDA JUNGSOOK KIM CHA**, of the Village of Lincolnwood, County of Cook, State of Illinois (hereafter referred to as "LINDA"), and **SANG-GU CHA**, of the Village of Lincolnwood, County of Cook, and State of Illinois (hereafter referred to as "SANG-GU").

WITNESSETH THAT:

- A. The parties were lawfully married on June 29, 1980. Said marriage took place in Cook County, Illinois.
- B. As a result of irreconcilable differences, which have arisen between them, the parties have lived separate and apart from each other as Husband and Wife continuously in since January of 2003.
- C. That two (2) children were born to the parties, namely: **HERA KIM CHA**, born March 2, 1981 and **EDWARD I. CHA**, born April 13, 1982, both of whom are now emancipated. No children were born to or adopted by the parties and LINDA acknowledges that she is not pregnant.
- D. There was litigation pending between the parties in the Circuit Court of Cook County, Illinois, brought pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 03 D 518. The case is entitled "In Re the Marriage of SANG-GU CHA, Petitioner, and LINDA JUNGSOOK KIM CHA, Respondent." Said cause and all pending issues have been fully settled and resolved between the parties.
- E. Each party considers it to be in his or her best interest to settle all issues which could be raised by either of them in said litigation, and forever, finally, and fully to

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settle and adjust all rights which either party may have against the other, whether by virtue of the marriage or any other relationship or occurrence between or involving the parties or either of them, as well as any and all other rights which either of them now has or may hereafter claim to have against the other, without reservation of any kind, nature, or description, and specifically including a resolution by agreement of all rights and claims in and to any property of the other, whether marital or non-marital, whether now owned or hereafter acquired, and further including all rights or claims in and to the estate of the other.

F. LINDA has retained and received the advice of counsel from attorney **DANIEL J. APRATI** and **HONGMEE LEE**. SANG-GU has retained and received the advice of counsel from attorney **RICHARD WOLFE** of WOLFE AND POLOVIN.

G. Each party has obtained the advice of counsel with respect to this Agreement. Each party acknowledges that he or she is fully informed of his or her respective rights and obligations under Illinois law and pursuant to the terms and provisions of this Agreement. Accordingly, each party represents and warrants that:

H. He or she has made a full and complete disclosure of his or her financial condition, and that he or she is fully informed of the wealth, property, estate, and income of the other;

ii. He or she has carefully reviewed the terms and provisions of this Agreement and has a full and complete understanding of the legal consequences thereof;

iii. He or she has entered into this Agreement freely and voluntarily, without imposition of force, duress, coercion, or undue influence from any source;

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iv. The other party has made no representations or warranties as an inducement to enter into this Agreement, other than as set forth in writing within the terms and provisions of this Agreement; and

v. The terms and provisions of this Agreement are fair and equitable to each of the parties in light of the respective and collective circumstances of the parties.

The **Effective Date** of this Agreement shall be the date as provided in paragraph 13.4 G. below.

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 mutually acknowledged, the parties do freely and voluntarily agree to each and every term and provision hereinafter set forth in this Marital Settlement Agreement.

ARTICLE I

STATEMENT OF INTENTION

1.1. Integrity of Marriage. This Agreement is not intended to undermine the integrity of marriage or the family relationship.

1.2. Amicable Settlement of Disputes. By this Agreement, the parties intend to affect an amicable resolution of their disputes, to mitigate the potential harm to the spouses and their children caused by dissolution of marriage, and to make reasonable provision for the parties after dissolution of marriage.

1.3. Reservation of Rights. In the event the court shall find this Agreement to be unconscionable, each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under Illinois Marriage and

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Dissolution of Marriage Act.

ARTICLE II

MAINTENANCE

2.1. Parties Waiver and Bar. SANG-GU hereby represents that he is able to be self-supporting through appropriate employment or through property ownership, including marital and non-marital property apportioned to him pursuant to this Agreement, so as to fully provide for his reasonable needs for maintenance and support. SANG-GU accordingly hereby waives and release any and all claims against LINDA for maintenance, alimony or spousal support, whether past, present, or future.

LINDA hereby represents that she is able to be self-supporting through appropriate employment or through property ownership, including marital and non-marital property apportioned to her pursuant to this Agreement, so as to fully provide for her reasonable needs for maintenance and support. LINDA accordingly hereby waives and release any and all claims against SANG-GU for maintenance, alimony or spousal support, whether past, present, or future.

ARTICLE III

REAL ESTATE

3.1. Description, Ownership. During the marriage the parties purchased real property, commonly known as 3401 West Northshore Avenue, Lincolnwood, County of Cook, State of Illinois, which served as the marital residence (hereinafter "Marital Residence") of the parties prior to their separation. Title to the Marital Residence is held in joint tenancy by the parties. LINDA shall be awarded as her sole and exclusive property, the Marital Residence and SANG-GU shall execute a quit claim deed to LINDA

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conveying all of his right, title and interest in and to said property to LINDA.

3.2 In addition, the parties also purchased and were or are the owners of have an interest in and to the following parcels of real estate:

- i. 15123 Walnut
Deerfield, Illinois
(Single Family Home, hereinafter "Deerfield Property")
- ii. 6116 North Lincoln
Chicago, Illinois
(Office Building, hereinafter "Lincoln Property")
- iii. 1073 Oak Street
Winnetka, Illinois
(Single-Family Home, hereinafter "Winnetka Property")
- iv. 202 Country Club Road
Folkston, Georgia
("Golf Course")

3.3 Subsequent to the Effective Date, LINDA shall be responsible for the payment of all expenses relating to the Marital Residence including, by example and not by way of limitation, principal, interest, real estate taxes payable, insurance, home improvements, capital improvements and the like. SANG-GU shall not be responsible for any expense, cause, tax, insurance, charge, mortgage, encumbrance or claim relating to the Marital Residence.

LINDA shall indemnify, defend and hold SANG-GU harmless in relation to any expense concerning the Marital Residence. Within 24 months of the Effective Date, LINDA shall re-finance the Marital Residence so as to remove SANG-GU from any mortgage or other encumbrance relating to the Marital Residence.

SANG-GU represents that all payments relating to the Marital Residence required to be made by him are current. LINDA represents that she is aware that the Marital

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Residence has been used as additional collateral for a loan to SANG-GU by Foster Bank relating to the Golf Course. Prior to LINDA re-financing the Marital Residence, SANG-GU shall release the Marital Residence as collateral for the Golf Course loan.

3.4 The Deerfield Property has been sold and the parties have equally divided the net proceeds of sale.

3.5 LINDA shall remain in title with SANG-GU on the Lincoln Property as security for the payment to her of the Notes identified below. Upon the Effective Date, LINDA shall execute a quit claim deed to the Lincoln Property which shall be held by SANG-GU's attorney, in escrow, until such time as the conditions identified ^{below} ~~above~~ have been satisfied. SANG-GU shall have the sole right to manage the Lincoln property including the right to lease, collect rents, pay expenses or otherwise deal with the Lincoln Property and LINDA shall not have the right to object to any action taken by SANG-GU relating to the Lincoln Property. Notwithstanding the above, SANG-GU shall have the right to encumber the Lincoln Property in the event re-financing is necessary to pay LINDA any sums due her pursuant to this Agreement and his right to encumber the Lincoln Property is only limited to the events stated above. Subsequent to the Effective Date, SANG-GU shall be responsible for the payment of all expenses relating to the Lincoln Property including principal, interest, real estate taxes, insurance, repairs and capital improvements. Upon the repayment of the Notes and the release of the Golf Course encumbrance against the Marital Residence, the escrowee is authorized to release the Quit Claim Deed to SANG-GU. After the Notes identified in paragraph 9.5 below are paid by SANG-GU and the Golf Course encumbrance against the Marital Residence is released, the Lincoln Property shall be the sole property of SANG-GU.

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3.6 SANG-GU has no ownership interest in the Winnetka Property but he does have a note payable from the owner, Mr. Yong Park. LINDA shall be entitled to receive the sum of \$80,000.00 in relation to this property from SANG-GU by note payable to her as is provided in paragraph 9.5 below.

3.7 SANG-GU owns a one-third interest in the Golf Course. LINDA does hereby convey all of her right, title and interest in and to said property to SANG-GU and hereby assigns any rights she may have in and to said property to SANG-GU.

SANG GU shall continue to manage the Golf Course without any financial contribution from LINDA. When the Golf Course is sold or otherwise conveyed to a third party, SANG-GU shall be entitled to receive the net proceeds of sale without any claim by LINDA.

3.8 In the event the Golf Course property is foreclosed by a lender, SANG-GU shall do all acts necessary to remove the security of Foster Bank in the Marital Residence including selling the Lincoln Property, if necessary.

3.9 At the time of the sale of any of the above-referenced properties, LINDA shall cooperate as required and shall execute any and all documents necessary to facilitate and assist in the sale and closing of same.

ARTICLE IV

PERSONAL PROPERTY

4.1. Wife's Personal Property. LINDA shall retain sole ownership of any and all other personal property currently in her possession or under her control. In addition, LINDA shall receive all of the furniture and furnishings in the Lincolnwood residence.

4.2. Husband's Personal Property. SANG-GU shall retain sole ownership of

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any and all other personal property currently in his possession or under his control, except he shall be entitled to remove the balance of his personal property contained in the former marital residence in accordance with the list of property which SANG-GU has heretofore provided to LINDA.

ARTICLE V

MOTOR VEHICLES

5.1. SANG-GU shall transfer to LINDA any interest he may have to the 1998 Infinity QX4 which shall be LINDA's sole property. LINDA shall be responsible for any and all debts associated with said vehicle, including the cost of maintenance, repair and upkeep and shall hold SANG-GU harmless and indemnify him if same ever becomes necessary.

5.2 LINDA shall transfer to SANG-GU any interest she may have to any other motor vehicles owned by the parties and all such vehicles shall be the sole property of SANG-GU. SANG-GU shall be responsible for any and all debts associated with said vehicles, including the cost of maintenance, repair and upkeep and shall hold LINDA harmless and indemnify her if same ever becomes necessary.

5.3 LINDA shall be responsible for the payment of her automobile insurance premiums after the Effective Date.

ARTICLE VI

DEBTS, LIABILITIES AND INDEMNITY

6.1. Husband's Obligations. SANG -GU shall pay and defray any and all debts and liabilities he incurred since the date of separation and he shall indemnify LINDA and hold her harmless with the respect thereto.

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6.2. Wife Obligations. LINDA shall and defray any and all debts and liabilities she incurred since the date of separation and she shall indemnify SANG-GU and hold him harmless with respect thereto.

6.3. Both parties further agree that neither party will secure and/or have issued new credit cards with the other party being named an obligor or creditor. If there is any additional liability to either party as a result of a breach of this covenant or agreement, and a debt or liability exists that was incurred without the actual authority or consent of the other party, the party responsible for the creation of said debt/liability shall be solely responsible for same and shall hold harmless and indemnify the other party and be solely responsible for any attorney's fees and costs incurred as a result of the enforcement of this provision.

6.4 Indemnity. In the event any party to this Agreement is required or obligated to pay, defray, incur or provide for any tax, debt, obligation, expense, loan, mortgage, account or otherwise satisfy a creditor, then that party does, by these presents, indemnify and hold the other party harmless from said claim tax account, obligation, expense, mortgage, loan or account. The party obligated to pay under this Agreement shall also defend, on behalf of the other party, any claim, cause, suit, demand or action brought by a third party.

ARTICLE VII

RETIREMENT ACCOUNTS, IRA and SOCIAL SECURITY

7.1. LINDA shall receive the entire balance of the IRA account maintained in her name at AXA (Equitable Life).

7.2 Upon SANG-GU reaching the age of 60, LINDA shall, at her option,

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receive 50% of SANG-GU's IRA account maintained in his name at AXA (Equitable Life). In the event SANG-GU retires and is entitled to withdraw his IRA funds without penalty, at that time, LINDA shall be entitled to receive an amount equal to one-half of the funds in the IRA account on the Effective Date less any taxes which are required to be paid, if any, by SANG-GU as a result of the payment to LINDA. If LINDA chooses to receive the funds and there is a penalty incurred as a result of withdrawal, LINDA shall be responsible to pay the penalty or have said amount deducted from her distribution.

ARTICLE VIII

BUSINESSES

8.1. SANG-GU shall be awarded as his sole property the accounting business known as Cha & Associates, Inc. which is a "C" corporation doing business in the State of Illinois. LINDA does hereby waive any and all right, title, claim and interest in and to said business, including its income or profits generated as a result of its operation. SANG-GU shall hold LINDA harmless and indemnify her as it relates to any liability associated with the ownership and operation of said business. In the event SANG-GU has not paid LINDA the sums due in paragraph 9.5 and the accounting business is sold, upon execution of the contract for sale, SANG-GU shall notify LINDA and her attorney, Hongmee Lee, 4001 W. Devon Avenue, suite 205, Chicago, Illinois, of the sale and shall keep her informed of the status of the sale including the closing date.

8.2. SANG-GU shall be entitled to the income and profits generated as a result of the operation of the business interest the parties own in the golf course located in Folkston, Georgia, commonly known as Cedar Trees, Inc. Unless otherwise provided herein, LINDA shall waive any and all right, title, claim and interest in and to said

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operation, including its income or profits generated as a result of its operation as a golf course, until the real estate is sold.

8.3 Notwithstanding anything to the contrary above, in the event the accounting business of SANG-GU is sold prior to December 31, 2006, LINDA shall receive the first \$140,000 (or any amount then due her on the Notes) prior to any distribution to SANG-GU. In the event the accounting business is sold prior to December 31, 2005, in addition to the sums indicated in this paragraph, LINDA shall also be entitled to receive any amounts due her in accordance with paragraph 11.2 below (which will be accelerated by the sale of the accounting business) prior to any distribution to SANG-GU. It is the intention of this paragraph to use the proceeds of any sale of the accounting business as additional security for SANG-GU's payments provided in paragraphs 9.5 and 11.2 of this Agreement.

ARTICLE IX

BANK ACCOUNTS and NOTES PAYABLE

9.1. LINDA shall maintain as her sole property, any and all bank accounts currently maintained in her name.

9.2. SANG-GU shall maintain as his sole property, any and all bank accounts currently maintained in his name.

9.3. Each party shall waive any and all right, title and interest in and to the others checking or savings accounts disclosed by the parties during the pendency of this cause of action.

9.4. If, after the entry of the Judgment for Dissolution of Marriage, it is discovered that either party failed to disclose the existence of a bank account during the

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pendency of this cause, the other party shall have a claim and interest to 50% of the balance of said account as of the date discovery responses were tendered.

9.5 Upon the Effective Date, SANG-GU shall sign two notes payable to LINDA.

One note shall be in the amount of \$60,000.00 and shall be payable upon the earlier of (i) the sale of the Lincoln Property or (ii) December 31, 2006.

The second Note shall be in the amount of \$80,000.00 and shall be payable to LINDA by SANG-GU in ten equal monthly installments commencing in January, 2006. The \$80,000.00 note shall be paid in full by December 31, 2006. SANG-GU shall prepay the amounts due LINDA on this Note in the event of the sale of the Winnetka Property or the Lincoln Property. The Notes shall be interest free.

9.6 In this Agreement, the two notes identified above shall sometimes be referred to as the "Notes".

ARTICLE X

INSURANCE

10.1 LINDA shall be entitled to convert any existing medical or health insurance she may have through SANG-GU's employment under the COBRA laws. LINDA shall be responsible to pay any premiums after the Effective Date.

XI

TAX EFFECT OF TRANSFERS

11.1 The parties hereby elect to have all transfers of property which are made pursuant to this Agreement treated for income tax purposes in accordance with the provisions of Section 1041 of the Internal Revenue Code as enacted on July 18, 1984.

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Said section permits parties to divorce actions to transfer appreciated properties between them with no current taxation thereof as "taxable events", such transfers are to be treated in the same manner as a "gift" between spouses.

11.2 In an effort to equalize the distribution of property and not as maintenance or support, SANG-GU shall pay to LINDA the sum of \$5,000.00 commencing in the month of the Effective Date and continuing through December, 2005. This amount shall not be considered as maintenance to LINDA; amounts received by LINDA will not be taxable to her.

11.3 The parties further agree to execute any and all documents which may hereafter be required by the Secretary of the Treasury or his delegate to effect said election.

ARTICLE XII

ATTORNEYS FEES AND COSTS

12.1. Respective Obligations. Except as otherwise herein provided to the contrary, each party shall be solely responsible for the payment of his or her own respective attorneys' fees and costs without additional contribution from the other party and shall further hold the other party harmless with respect thereto.

12.2. Waiver of Rights. Each party has been advised of their right to seek contribution hearing.

12.3 In the event either party has to enforce the terms of this Agreement or the Notes, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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ARTICLE XIII

GENERAL PROVISIONS

13.1. Execution of Necessary Documents. Each party shall make, execute, acknowledge, and deliver, concurrently with the execution hereof, all documents and instruments necessary or proper to carry out the parties' intentions hereunder and to vest the titles and estates in the respective parties hereto as required by this Agreement. From time to time hereafter, each party shall make execute, acknowledge, and deliver all documents and instruments which may hereafter prove to be necessary or proper to carry out the purposes of this Agreement and to establish of record each party's respective ownership of properties in the manner herein provided. If either party hereto shall for any reason fail or refuse to make, execute, acknowledge, or deliver any such documents, then this Agreement is hereby expressly declared to constitute a full and present transfer, assignment, and conveyance of all rights herein above designated to be relinquished and waived. If either party fails for a period of more than thirty (30) days after the effective date of this Agreement to make, execute, acknowledge, or deliver any necessary documents or instruments which are reasonably required to implement the terms of this Agreement, a Judicial Officer of the Circuit Court of Cook County, Illinois, is hereby authorized to make, execute, acknowledge, and deliver such documents and instruments at the request of either party. This authorization includes, but shall not be limited to, any all documents and instruments pertaining to the transfer or conveyance of real and personal property and beneficial interests in land trusts.

13.2. Mutual Releases. To the fullest extent permitted by law, and except as otherwise herein expressly provided, each party relinquishes, waives, remises, and

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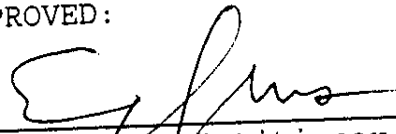
releases all rights and claims against the other party and his or her agents, attorneys, and employees, and each party hereby relinquishes, waives, remises, and releases to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, spousal support, inheritance, descent and distribution, homestead, dower community property, and all other rights, titles, claims, interests, and estates as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties 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, nor their respective heirs, person representatives, grantees, devisees, or assigns, any or other documents or instruments reasonably required to effect or evidence this 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 other to comply with the express provisions of this Agreement.

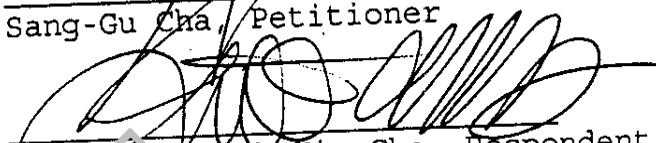
13.3. Waiver of Estate Claims. Each of the parties hereby waives and relinquishes all rights to act in any fiduciary capacity with respect to the estate of the other party. Each party relinquishes, waives remises, releases all right to inherit by interstate succession any of the property as to which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment, waiver, remise, and release of all rights of the surviving party to apply for letters of administration in any form. The estate of such deceased

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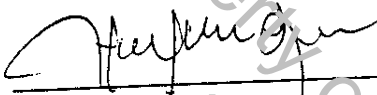
expressly set forth in the aforesaid Marital Settlement Agreement,
is forever barred and terminated.

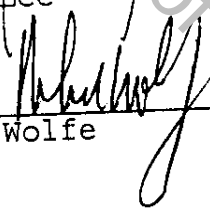
APPROVED:



Sang-Gu Cha, Petitioner


Linda Jungsook Kim Cha, Respondent

Attorneys of record:


Hongmee Lee


Richard Wolfe

ENTERED	
CLERK OF THE CIRCUIT COURT	
, 2005	
ENTER:	AUG 16 2005
JUDGE	LISA MURPHY 1854
DEPUTY CLERK	
Judge	Judge's No.

WOLFE & POLOVIN
Attorneys for Petitioner/Counter-Respondent, Sang-Gu Cha
180 North LaSalle Street
Suite 2420
Chicago, Illinois 60601
312-782-1681
Attorney No. 90493

E:\WP\RAW\MRGDIS\Cha\jud dis mrg 8-15-5.wpd