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Doc#: 0822616016 **Fee:** \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/13/2008 11:40 AM Pg: 1 of 4

AGREED ORDER ENTERED MAY 10, 2007

Attached Hereto

Property: 124 Laurel Avenue
Wilmette, Illinois

Permanent Index No. 05-35-117-020-0000

NAME AND ADDRESS OF PREPARER:

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

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Attorney No. 42030

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

IN RE THE MARRIAGE OF)	
)	
BURTON WEINSTEIN,)	
)	
Petitioner,)	
)	
and)	NO. 99 D 13656
)	
PENNY WEINSTEIN,)	
)	
Respondent.)	

AGREED ORDER

This cause coming to be heard upon a Third Amended Petition for a Rule to Show Cause and Petition for §508 Attorney's Fees and Costs filed by Penny Weinstein ("Penny") by Berger Schatz as her attorneys, and the Responses of the Respondent, Burton Weinstein ("Burton") by Albert Brook Friedman as his attorney, the Court having commenced trial and the Court and counsel having conducted a pre-trial conference,

IT IS HERBY ORDERED:

1. Judgment is entered in favor of Penny Weinstein and against Burton Weinstein in the amount of \$150,000. Execution of this Judgment is stayed and interest shall not accrue so long as Burton complies with his payment obligations set forth in paragraph 2 of this Order.

Should Burton fail to comply with any of his payment obligations, Penny shall have the right to enforce the ~~entire~~ ^{UNPAID PORTION OF THE} \$150,000 judgment and statutory interest shall accrue retroactive to the date of entry of this Order on the ~~entire~~ ^{UNPAID PORTION} unpaid judgment.

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2. Burton shall pay Penny the sum of \$150,000 as follows:

- a) The amount of \$75,000 by casher or certified check on or before the 5th day of June, 2007;
- b) The amount of \$75,000 by casher or certified check on or before April 1, 2008.

3. \$90,000 of the \$150,000 Judgment is for maintenance arrears emanating from the Judgment for Dissolution of Marriage entered on March 14, 2000, incorporating a Marital Settlement Agreement which ^{was} executed pursuant to a Judgment for Legal Separation entered on December 19, 1996. The amount of \$45,000 of each \$75,000 payment shall be deemed to be taxable income to Penny and deduction to Burton for Federal and State income tax purposes.

4. As tax-free maintenance, Burton shall pay Penny's Federal and State income taxes attributable to the receipt by Penny of \$45,000 of the \$75,000 installments for Burton's payment made in 2007 and for the \$45,000 payment to be made in 2008, ^{with a maximum payment of \$2,500 per year, for Penny's taxes,}

5. The amount of Burton's obligation to pay Penny's Federal and State income taxes shall be computed by the parties' accountant, ^{as Stephen} ~~Michael~~ Brown or other certified public accountant, and shall be given to Penny with payment on or before April 1, 2008 and 2009, respectively. If, for whatever reason, Burton fails or refuses to pay ^{up to \$2,500 of} Penny's 2007 and/or 2008 Federal and State income tax liability attributable to the receipt of the \$45,000 ^{as referred to} above, Penny shall not be required to report ^{the income that would result in \$2,500 of tax to her} ~~and \$4,000~~ as taxable maintenance for the year in question and Burton shall not be entitled to claim a deduction for ^{that amount} ~~the \$4,000~~ for that year.

6. Burton was obligated to pay Penny the amount of \$225,000 by the parties Marital Settlement Agreement with ^{\$20,000} ~~\$100,000~~ to be paid in \$10,000 installments. If Burton can, within 90 days from the date of entry of this Order, show proof of payment the ^{\$20,000} ~~\$100,000~~ installment

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payments Count II of the Third Amended Petition shall be dismissed with prejudice. If Burton can only produce proof that ~~\$100,000~~ ^{\$99,000 AS BLU} has been paid, the April 1, 2008 payment provided for in this Order shall be increased to \$80,000. ~~If Burton can only produce proof that \$100,000 has been paid, Burton shall pay Penny another \$10,000, payable in equal \$1,000 monthly installments, commencing September 1, 2007, and continuing each month through April 1, 2008.~~ AS
BLU

7. Burton shall be permitted to borrow from the cash value of the life insurance he is required to maintain under the parties Marital Settlement Agreement in order to fund the settlement payments provided for in this Order. To the extent that this causes a deficiency in the death benefit payable to Penny from the required life insurance she shall have a valid claim against Burton's estate if Burton predeceases Penny.


8. Burton and Penny waive their right of appeal of this Order and any previous Orders, Petitions, and Motions.

9. Penny waives any right to collect from Burton any interest or her attorneys' fees heretofore incurred and shall be responsible for any and all of her own attorneys' fees.

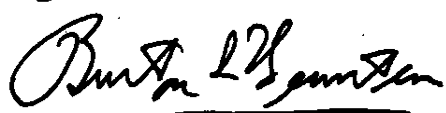
10. There is no finding that ~~contumacious~~ ^{THAT HAS BEEN BLU AS} behavior ~~is~~ ^{is} ~~shown~~ ^{shown} by Burton, ~~at any time,~~ ^{AS ANY TIME,} UP TO AND INCLUDING THE DATE OF ENTRY OF THIS ORDER. ~~BLU~~ ^{BLU}

11. Each party shall pay their own attorney's fees and court costs. AS

AS



 Counsel for Penny



 PRO SE

Berger Schatz
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 Suite 2800
 Chicago, Illinois 60601
 (312) 782-3456
 Attorneys for Penny Weinstein
 #358692

ENTER:

Judge Jeanne R. Cleveland Weinstein

Judge

MAY 13 2008

CLERK'S OFFICE

