

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS



IN RE THE MARRIAGE OF: )  
 )  
DAWN HANSEL GROSS )  
 )  
 )  
Petitioner, )  
 )  
and )  
 )  
JEFFREY DAVID GROSS, )  
 )  
 )  
Respondent. )

No. 97 D 2066

NOV 18 1999

*Richard A. LaPointe*  
CIRCUIT CLERK

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner and the Response thereto of the Respondent, and upon stipulation of the parties to this cause that said matter might come on for immediate hearing as an uncontested matter as in cases of default, the Petitioner being present in open Court in person and by counsel, LAWRENCE S. STARKOPF of GRUND & STARKOPF, P.C., and the Respondent appearing in open Court in person, representing himself Pro se, understanding his right to obtain counsel and waiving said right, and the Court having heard the evidence adduced by the Petitioner in support of said Petition and being fully advised in the premises FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof.
2. The parties were married on August 10, 1996.
3. The Petitioner is and has been an actual resident of the County of Lake and State of Illinois for more than ninety (90) days last past continuously and at the time of filing her Petition for Dissolution of Marriage herein had been a resident of the County of Lake and State of Illinois for a period in excess of ninety (90) days.

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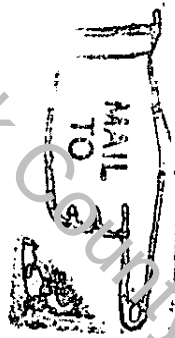
## RIDER

LEGAL DESCRIPTION: LOT 2 IN PHEASANT WOODS, BEING A  
SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF  
SECTION 29, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 4 FOX LANE, PALOS PARK, ILLINOIS

PIN: 23-39-302-032-0000

Property of Cook County Clerk's Office



Jeff Gross  
3550 W. Dempster  
Skokie, IL  
60076

4. No children were born to the parties hereto. No children were adopted by the parties and the Petitioner is currently pregnant.

5. The parties have lived separate and apart since May 27, 1997.

6. Marital difficulties have caused the irretrievable breakdown of the marriage which have resulted in the present proceedings.

7. On June \_\_\_\_\_, 1999, the parties hereto entered into an agreement in writing amicably settling and disposing of the questions of support and maintenance for the Petitioner and the Respondent, payment of attorney fees, and of other proprietary rights inherent in them respectively by reason of the marital relationship existing between them, including a division of all marital and non-marital property and a resolution of all questions concerning the respective rights of each in and to the property, income or estate, which either of them now owns or may hereafter acquire, which said agreement has been submitted to this Court for examination, being in words and figures as follows:

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8. The Court has considered and approved the Marital Settlement Agreement.

**IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:**

A. That the bonds of marriage heretofore existing between the Petitioner, DAWN HANSEL GROSS, the Petitioner, and JEFFREY DAVID GROSS, the Respondent, be, and the same are hereby dissolved, pursuant to the statute of the State of Illinois in such case made and provided.

B. That the Marital Settlement Agreement in writing hereinabove made and entered into by and between the parties hereto herein set forth verbatim, be and the same is hereby in all respects, approved and confirmed, and is incorporated in this Judgment, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each of the said parties shall do and perform all the acts and things by him or by her undertaken therein. Notwithstanding the foregoing incorporation and agreement, the same shall survive said incorporation and shall be binding on the parties as if no such incorporation occurred.

C. That the parties, having agreed to waive all claims for maintenance, dower, homestead, inheritance and all other property rights or other rights acquired by this marriage, whether past, present or future for the consideration set forth in the Marital Settlement Agreement shall be barred and foreclosed from asserting the same against the other except as provided in said Marital Settlement Agreement.

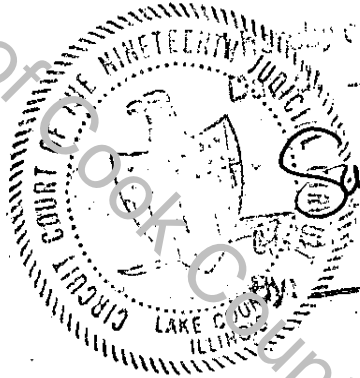
D. That the parties shall execute any and all documents necessary to effectuate the orders provided herein.

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E. That this Court retains jurisdiction of this cause for the express purpose of enforcing all and singular the provisions of this Judgment and for the purpose of entering such other and further orders and decrees as circumstances may render necessary or expedient.

ENTER:

~~JUDGE E. SANTI~~



NOV 23 1999

Sally D. Cabello

Deputy Clerk

GRUND & STARKOPF, P.C.  
Attorneys for DAWN HANSEL GROSS  
812 North Dearborn  
Chicago, Illinois 60610  
(312) 616-6600  
Attorney No. 02706903

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made in the County of Lake and State of Illinois this \_\_\_\_ day of June 1999 by and between , DAWN HANSEL GROSS residing in Cook County, Illinois, hereinafter referred to as the "Wife" or "DAWN", and JEFFREY DAVID GROSS residing in Cook County, Illinois, hereinafter referred to as the "Husband" or "JEFFREY", sometimes collectively referred to as the "Parties".

A. The parties were lawfully married in Cook County, Illinois on August 19, 1996, but ceased living together as husband and wife because of marital differences that have caused these proceedings to result, which remain pending and undetermined;

B. The Wife has filed against the Husband, an action for Dissolution of Marriage in the Circuit Court of Lake County, Illinois, under docket number 97 D 2066. The Husband has filed a Response to the Wife's Petition for Dissolution of Marriage. The case is entitled "In Re the Marriage of DAWN HANSEL GROSS Petitioner, and DAVID JEFFREY GROSS, Respondent," and that case remains pending and undetermined;

C. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for the Wife and the Husband and to fully settle the rights of property of the parties, and other rights growing out of the marital or any other relationship now or previously existing between them and to 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, or in or to any property of the other, whether real, personal or mixed 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; and,

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has brought or may hereafter bring and defend any action which has been or may be commenced against him. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced against him. Husband reserves the right to prosecute any action for dissolution of marriage which

- 1.1 This Agreement is not one to obtain or stimulate a dissolution of marriage.
- 1.2 Husband reserves the right to prosecute any action for dissolution of marriage which

ARTICLE I  
RIGHT OF ACTION

hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ertain contained and for other good and valuable consideration, the receipt and sufficiency of which

NOW THEREFORE, in consideration of the mutual and several promises and undertakings

obligations with respect thereto.

and income of the other, and each has been fully informed of his or her respective rights and

ertain and the consequences thereof. Each has been fully informed as to the wealth, property, estate

agreement without duress or coercion and with full knowledge of each of the provisions contained

E. The parties acknowledge that they have freely and voluntarily entered into this

atter of this agreement.

enefit of advice, investigation and recommendation of her attorney with reference to the subject

self Pro se, understanding his right to obtain counsel and waiving said right. Wife has had the

ARKOPF of GRUND & STARKOPF, P.C. as her attorney. The Husband has represented

D. The Wife has employed and had the benefit of counsel of LAWRENCE S.

Husband  
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## 3.3 Personal Property:

The parties agree that during the course of the marriage, they have acquired various items of personal property. It is agreed that each of the parties shall retain as their own separate property, free and clear of any right, title or interest of the other, all items of personal property, including, but not limited to, household furniture, furnishings, fixtures, jewelry, works of art and affects now in their respective possessions. Wife shall return to Husband the Wurlitzer baby grand piano without scratches with the piano bench, physically-attached computer, compact disk drive, and collection of compact disks within 14 days of the entry of the judgment of dissolution of marriage, all in good operable condition. Wife shall not hinder Husband from removing said piano from the premises.

## 3.4 Miscellaneous accounts:

All other property, whether real, personal or mixed, including, but not limited to, real estate, bank accounts, trust accounts, stocks, bonds, trading accounts, partnership interests, life insurance, and pensions, now registered in the name of, or for the benefit of or in the possession of either party shall remain the sole and exclusive property of that party, free and clear of any right, title, claim or interest of the other.

## 3.5 Execution:

Each of the parties agrees to execute any and all documents upon the reasonable request of the other that may be necessary to effectively transfer the ownership of any article of property, whether real or personal, into the name of the party who is entitled to same.

## 3.6 Non-Marital Property:

Wife shall retain as her non-marital property free of all right, title, interest and claim of Husband, her interest in Vogue Fashion.



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## 3.7 Miscellaneous accounts:

All other property, whether real, personal or mixed, including, but not limited to, real estate, bank accounts, trust accounts, stocks, bonds, trading accounts, partnership interests, life insurance, and pensions, now registered in the name of, or for the benefit of or in the possession of either party shall remain the sole and exclusive property of that party, free and clear of any right, title, claim or interest of the other.

## 3.8 Property Equalization:

In consideration for the Husband transferring to Wife all his interest in and to any real-estate, automobile and other assets standing in Wife's name, Wife shall pay Husband within 90 days of the entry of the judgment for dissolution of marriage the sum of Twenty-Five Thousand Dollars (\$25,000.00). Upon the payment of said sum, Husband shall have no further claims against the wife for any interest in any asset standing in her name.

## 3.9 Non-Taxable Division:

The division of the property under Article II herein is contemplated and intended to be a non-taxable division to both Wife and Husband of mutually acquired property acknowledging their respective contributions to the accumulated marital estate and as such is not a sale, payment, or transfer to secure a release of marital rights, but is a division by and between the parties of the marital property in which they have a common ownership and mutually acquired during the marriage in accordance with Section 503(e) of the Illinois Marriage and Dissolution of Marriage Act. Therefore, the above division of property is a 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

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spouse or the other in this division will retain its present marital basis in the hands of the spouse receiving it.

## ARTICLE IV DEBTS

4.1 Husband and Wife shall be solely obligated to pay for all outstanding debts incurred during the marriage and separation standing in their name alone, and shall indemnify and hold the other harmless thereon.

## ARTICLE VI ATTORNEYS' FEES

6.1 Wife shall be solely liable for all attorneys' fees and costs incurred by her or on her behalf during the pendency of these proceedings without contribution by the Husband.

6.2 Husband shall be solely liable for all attorneys' fees and costs incurred by him or on his behalf during these proceedings without contribution by the Wife..

6.3 Husband and Wife shall each be solely liable for all attorneys' fees and costs incurred by each other harmless in conjunction with this Article.

## ARTICLE VII GENERAL PROVISIONS

8.1 Executions of Documents: Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the property 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

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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. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Lake County, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

8.2 **Marital Release:** To the fullest extent by law permitted to do so, and except as herein otherwise provided, 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, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or Wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights relinquished under this agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further

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agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment 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 provisions of this agreement, or the rights of either party under this agreement.

8.3 **Waiver of Estate Claim:** Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties 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 at law 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 testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

8.4 In the event any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then any pending proceeding before

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such court shall be suspended so that Husband and Wife shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then the entire agreement shall become voidable at the option of Husband or Wife.


8.5 In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this agreement and all of its provisions shall be incorporated into any such judgment for dissolution of marriage, either directly or by reference, and upon entry of said judgment this agreement shall become in full force and effect, but in no event shall this agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case referred to hereinbefore. The court on entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement, which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto. The terms and provisions of this agreement shall not be modified in any way by any court at any future date, except those provisions related to child support and visitation.

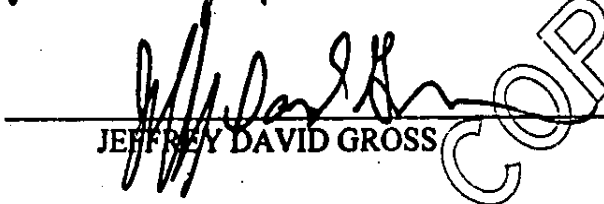
8.6 This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment for dissolution of marriage holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement

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was prepared and executed in Illinois. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written

  
DAWN HANSEL GROSS

  
JEFFREY DAVID GROSS

GRUND & STARKOPF, P.C.  
Attorney for DAWN HANSEL GROSS  
812 North Dearborn  
Chicago, Illinois 60610  
(312) 616-6600  
Attorney No. 13081  
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