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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/05/2014 11:09 AM Pg: 1 of 19

JUDGMENT FOR DISSOLUTION

On December 24, 2008 in Cook County Case No. 07 D 1540, Wylmarie Sykes v. Wallace Sykes, a Judgment for Dissolution of Marriage was granted to (See Attached EX. A Certified copy)

4.3 In paragraph 4.3 of the Marital Settlement Agreement Wallace Sykes was awarded the following property:

4) 601 S. 14th Ave Maywood, IL 60153

PIN: 15-10-423-046-0000

LEGAL DESCRIPTION: (See Attached EX. B)

4.5 In Paragraph 4.5 of the Marital Settlement Agreement Wylmarie Sykes was granted the right to first purchase these properties should they be placed for sale.

Contact Information

In the event of a future sale Wylmarie Sykes may be contacted directly and through her attorney:

Mark T. Wakenight, J.D.
Wakenight & Associates, P.C.
707 N. York Rd., #201
Elmhurst, IL 60126
630.617.5656

Wylmarie Sykes
1010 S. 11th Ave.
Maywood, IL 60153
708.415.3897

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STATE OF ILLINOIS) 37501
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF
WYLMARIE SYKES,
Petitioner,
and
WALLACE SYKES
Respondent.

ENTERED
JUDGE SANJAY TAYLOR-1870
DEC 24 2008 No. 07 D 1540
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

10/10/08

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD upon the Petition for Dissolution of Marriage of the Petitioner, Wylmarie Sykes, and upon the Stipulation of the parties that the above entitled cause may proceed to an immediate hearing upon said Petition and the Appearance of the Respondent as an uncontested matter, the Petitioner appearing in open Court in her own proper person and with her attorney Mark T. Wakenight of Wakenight & Associates, P.C., the Respondent has elected to appear not in person but through his attorney who appeared, Christopher D. Edmonds, the Court having heard the sworn testimony of the Petitioner in open Court; and having reviewed and considered the Marital Settlement Agreement of the parties and the Court being fully advised in the premises, finds as follows:

1) The Court has jurisdiction over the parties and the subject matter. Petitioner and Respondent are now residents of the State of Illinois, they were residents of the State of Illinois and Cook County at the time this action was commenced and they have continued to so reside for more than ninety (90) days next preceding the commencement of this action, and next preceding the making of this finding.

2) Petitioner and Respondent were married on July 28, 1978 in Chicago, Illinois and the marriage is registered in Cook County, Illinois. Petitioner and Respondent lived together as husband and wife from the time of their marriage until their separation, which occurred before December 23, 2006, so that they have lived separate and apart for a continuous period of in excess two years.

EX A

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3) Irreconcilable differences between the parties have caused an irretrievable breakdown of the marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

4) As a result of this marriage no children were born to the parties, no children were adopted by the parties and the Petitioner is not now pregnant.

5) Petitioner and Respondent have entered into a written Marital Settlement Agreement, providing for a full and final settlement of all property, marital and non-marital claims, and all other rights and claims of each party against the other.

6) The Court has examined the Settlement Agreement and having been informed of the circumstances of the parties, FINDS that: the Settlement Agreement was entered into by the parties freely and voluntarily; the Settlement Agreement is fair and equitable under the circumstances; the Settlement Agreement is not unconscionable; and the Settlement Agreement should be approved by the Court and incorporated into this Judgment.

7) Petitioner has established by competent, material, and relevant proof the allegations in her Petition contained;

WHEREFORE IT IS HEREBY ORDERED, ADJUDGE AND DECREED, by virtue of the power and authority therein vested in this Court as follows:

A) A Judgment of Dissolution of Marriage is awarded to both of the parties. The bonds of matrimony existing between the Petitioner, Wylmarie Sykes and the Respondent, Wallace Sykes, are hereby dissolved, and the parties are, and each of them is freed from the obligations thereof, and they are herewith divorced from each other.

B) The Marital Settlement Agreement of the parties is hereby approved, and the Settlement Agreement and all of its provisions is incorporated into and made a part of this Judgment with the same full force and effect as though the Marital Settlement Agreement and all of its provisions were written into this decretal part of this Judgment verbatim.

C) Petitioner and Respondent shall perform, execute, carry out the provisions of the Marital Settlement agreement incorporated herein, and this Court reserves jurisdiction of the parties to this cause and the subject matter thereof for the purpose of (a) enforcing

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the provisions of the Marital Settlement agreement incorporated herein; and (b) to adjudicate any other issues that may arise where the parties have requested in the Settlement agreement that the Court reserve jurisdiction, or where jurisdiction is reserved by operation of law.

D) The inchoate or other right of dower, homestead, claim or title, contingent, reversionary or otherwise, and any rights of curtesy and descent, and all other rights and claims of each party in and to the marital property and the non-marital property of the other party, real, personal or mixed, shall be and the same are hereby forever relinquished, released, barred, terminated and ended, and during their respective lifetimes each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never been married to each other, and upon the death of either of them, the property, real personal or mixed, then owned by him or her shall pass by his or her Will, or under the laws of descent (as the case may be), free from any right, statutory or otherwise, inheritance, dower, title, or claim of the other party, and as if the parties hereto had never been married to each other; neither the Petitioner nor the Respondent herein shall, at any time hereafter, sue the other of them or his or her (as the case may be) heirs, executors, administrators, or assigns for the purpose of enforcing any or all of the rights specified in and relinquished, waived, discharged, released, barred, and terminated hereunder; provide, however, that nothing herein contained shall release, limit, modify or abridge the obligations of the parties fully to perform, execute and carry out the provisions of the Settlement agreement and the Parenting Agreement incorporated herein.

E) Except as otherwise herein provided, each of the parties shall and hereby does waive and relinquish: all rights to act as personal representative, administrator, or administrator-with-the-will-annexed of the estate of the other party, and any and all rights and interests that he or she now has or would have upon the death of the other party under any will, trust agreement, life insurance policy, pension, profit sharing plan, or other instrument executed prior to the effective date of this Judgment; and each of the parties hereto shall further relinquish all right to inherit by interstate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die interstate, this Judgment shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the

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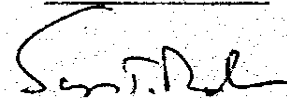
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estate of such deceased party, if he or she dies in testate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married; each of the parties hereto respectively, by testament or otherwise, shall reserve the right to dispose of his or her property in any way that he or she may see fit, without restriction or limitation whatsoever. The foregoing provisions shall override any contrary provision in any will, trust agreement, beneficiary designation, or other instrument executed prior to the effective date of this Judgment.

F) All the rights, claims and demands of every kind, nature and description, which each party has or may hereafter have, or claim to have against the other, including all liabilities now or at any time hereinafter existing between the parties hereto, shall be and the same are forever discharged, extinguished, released and ended; and all matters and charges whatsoever, and any and all manner of actions or causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, torts, and demands whatsoever in law or in equity, which each party ever had, has or which he or she, his or her heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date hereof, shall be and the same are forever released, discharged, barred, terminated and extinguished; provided, however, nothing herein contained shall release, limit, modify, or abridge the obligation of the parties to perform, execute and carry out the provisions of the Settlement agreement and Joint Parenting Agreement incorporated herein.

G) This is a final judgment and there is no just reason for delaying either enforcement or appeal or both.

ENTER: _____



Judge

Wakenight & Associates, P.C.
 1144 Lake Street, Suite 4
 Oak Park, Illinois 60301
 (708) 848-3159
 Attorney No. 37501

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Property of Cook County Clerk's Office



I hereby certify that the document to which this certification is affixed is a true copy.

Date 08/05/14 Dorothy Brown

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL



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

IN RE: THE MARRIAGE OF)
WYLMARIE SYKES,)
Petitioner,) No. 07 D 1540
and)
WALLACE SYKES,)
Respondent.)

MARRIAGE SETTLEMENT AGREEMENT

THIS MARRIAGE SETTLEMENT AGREEMENT ("Agreement") was made and entered into on the 23rd day of December 2008, by and between WYLMARIE SYKES, ("WYLMARIE") and WALLACE SYKES, ("WALLACE") in Cook County Illinois.

RECITALS

A. The parties were lawfully married in Cook County, Illinois, on July 28, 1978. The marriage is registered in Cook County, Illinois.

B. As a result of irreconcilable differences that have arisen between them, the parties have lived separate and apart from each other continuously for a period in excess of two (2) years.

C. WYLMARIE was born 5/18/36 and she is now 72 years old. WALLACE was born 12/21/23 and he is now 85 years old. No children were born to or adopted by the parties, and WYLMARIE 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 07 D 1540. The case is entitled "In re Marriage of WYLMARIE SYKES, Petitioner, and WALLACE SYKES, Respondent." The cause remains pending and undetermined.

E. Each party considers it to be in his or her best interests to settle all issues that could be raised by either of them in said litigation, and forever, finally, and fully resolve and adjust all rights that 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, including personal physical or emotional injury, as well as any and all other rights that 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. WYLMARIE has retained and received advice and counsel from MARK T. WAKENIGHT and EFRAIN VEGA, ESQ. of the Law Offices of WAKENIGHT & ASSOCIATES, P.C. WALLACE has retained and received advice and counsel from CHRISTOPHER D. EDMONDS, ESQ. of the law firm of CHRISTOPHER D. EDMONDS, LTD.

Handwritten signature/initials

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G. Each party has obtained the advice of counsel with respect to this Agreement. Both parties acknowledge that they are fully informed of their respective rights and obligations under Illinois law and pursuant to the terms and provisions of this Agreement. Accordingly, each party represents and warrants that

1. 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;
2. 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;
3. he or she has entered into this Agreement freely and voluntarily, without imposition of force, duress, coercion, or undue influence from any source;
4. 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
5. 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.

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 are 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 INTENTIONS

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 achieve an amicable resolution of their disputes, to mitigate the potential harm to the parties and their children caused by dissolution of marriage, and to make reasonable provision for the parties and their children 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 that may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II MAINTENANCE

2.1. Permanent Maintenance. WALLACE continues to be employed as the pastor of The Second Baptist Church of Maywood, Illinois. WYLMARIE is retired and she receives a pension

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from her years of service as a professor. Both parties receive social security. Wallace's social security is more than twice that of Wylmarie's.

2.2 WALLACE'S income is more than twice that of Wylmarie's income and he shall pay Wylmarie permanent maintenance in the amount of \$1,223.38 every two weeks.

2.3 In the event WALLACE retires from his current employment he shall have the right to file a Motion to Modify said permanent maintenance order.

2.4 WALLACE waives, and releases any and all claims against WYLMARIE for maintenance, alimony, and/or spousal support, whether past, present, or future and he is barred from doing so.

ARTICLE III HEALTH INSURANCE

3.1 Each party shall be solely responsible to provide for their own medical insurance and health care and each hereby notifies and holds the other harmless as to the payment of their own personal medical expenses and bills.

ARTICLE IV REAL ESTATE

4.1. Description; Ownership. The parties stipulate the following pieces of real property are marital assets and divisible pursuant to §503 of the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/503:

1. 819 South 19th Avenue; Maywood, Illinois
2. 810 South 19th Avenue; Maywood, Illinois
3. 1712-1714 St. Charles; Maywood, Illinois
4. 1716-1718 St. Charles; Maywood, Illinois
5. 1720-1722 St. Charles; Maywood, Illinois
6. 3703 Jackson; Bellwood, Illinois
7. 3707 Jackson; Bellwood, Illinois
8. 1019 South 16th Avenue; Maywood, Illinois
9. 1010 South 11th Avenue; Maywood, Illinois
10. 1016 South 11th Avenue; Maywood, Illinois
11. 601 South 14th Avenue; Maywood, Illinois

4.2. Condition of Title. Without the prior knowledge or consent of WYLMARIE title to 1016 South 11th Avenue Maywood, Illinois was previously Quit Claimed by WALLACE to Patricia Trotter and title to 1010 South 11th Avenue Maywood, Illinois was previously Quit Claimed by WALLACE to Bobby Sykes. Despite said Quit Claims the parties have retained possession and control of the properties and each party is fully aware of the infirmity of their legal position in regards to these properties. WALLACE guarantees that both of these properties shall be quitclaimed to WYLMARIE within 30 days or less. The stipulated value of 1016 South 11th Avenue Maywood, Illinois is \$279,660 and the stipulated value of 1010 South 11th Avenue Maywood, Illinois is \$279,660. In the event that these properties are not quitclaimed within 30 days then WALLACE shall pay WYLMARIE the stipulated values within 30 days thereafter.

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WALLACE represents that all prior liens and all previously owed taxes against all the properties have been satisfied and paid in full. In the event it is subsequently determined that any additional liens, encumbrances, taxes or any clouds against title to the properties remain WALLACE shall bear sole financial responsibility for the immediate payment of said debts, shall take all actions necessary to remove the liens, and shall indemnify WYLMARIE and hold her harmless with respect thereto unless the lien regards a debt other than a tax debt that was incurred solely by WYLMARIE, in which case WYLMARIE shall bear sole financial responsibility for the immediate payment of said debt, shall take all actions necessary to remove the lien, and shall indemnify the WALLACE and hold him harmless with respect thereto.

4.3. Division of Real Property. The parties agree that they shall divide the real property set forth in paragraphs 4.1, above, to and among each other and shall quit claim any and all interest to each other in this cause as follows:

a. WYLMARIE shall receive as her sole and separate property, free and clear of any interest of WALLACE the following properties:

- 1) 1016 South 11th Avenue; Maywood, Illinois;
- 2) 1010 South 11th Avenue; Maywood, Illinois;
- 3) 1019 South 16th Avenue; Maywood, Illinois;
- 4) 1712-1714 St. Charles; Maywood, Illinois
- 5) 1716-1718 St. Charles; Maywood, Illinois
- 6) 1720-1722 St. Charles; Maywood, Illinois

WYLMARIE shall hereafter be solely liable for any and all mortgages or indebtedness hereafter taken on these properties as well as any and all other expenses associated with the ownership of this property including but not limited to utility expenses, attorney's fees, court costs, repair costs, taxes, interest, accountant's fees, etc. and she indemnifies and holds WALLACE harmless as to the payment of these bills.

b. WALLACE shall receive as his sole and separate property, free and clear of any interest of WYLMARIE the following properties:

- 1) 819 South 19th Avenue; Maywood, Illinois;
- 2) 3703 Jackson; Bellwood, Illinois;
- 3) 3707 Jackson; Bellwood, Illinois and
- 4) 601 South 14th Avenue; Maywood, Illinois.
- 5) 810 South 19th Avenue; Maywood, Illinois

WALLACE shall hereafter be solely liable for any and all mortgages or indebtedness now or hereafter taken on these properties as well as any and all other expenses associated with the ownership of this property including but not limited to utility expenses, attorney's fees, court costs, repair costs, taxes, interest, accountant's fees, etc. and he indemnifies and holds WYLMARIE harmless as to the payment of these bills.

4.4. Allocation of 2008 Tax Deductions. Each party shall be solely entitled to claim as deductions on his or her 2008 state and federal income tax returns any and all tax deductions and benefits attributed to the real property that they have been awarded.

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4.5. Right of First Refusal. Upon the sale of any of said real property either party shall have the right to purchase said real property before all others.

**ARTICLE V
PENSION**

5.1. WYLMARIE has a pension from her years as a teacher through SURS. Said pension shall be WYLMARIE'S sole and separate property, free and clear of any right, title or interest which WALLACE may have in said pension and WALLACE hereby waives and releases any and all claims now and forever. WALLACE does not have a pension.

**ARTICLE VI
PROPERTY**

6.1. Financial Accounts. WALLACE shall retain as his sole and separate property, free and clear of any interest of WYLMARIE the following financial accounts and WYLMARIE waives any interest in said accounts:

- A. Diversified Investment Accounts Account No. FM267281 00071
- B. MONY Life Insurance Policy No. 1182 55 55
- C. MONY Life Insurance Policy No. 1309 73 76
- D. Transamerica Annuity Policy No. 02RPF014575;
- E. First Suburban National Bank, Checking Account No. 5008452601;
- F. JP Morgan Chase Bank, IRA Account No. 0500500013951.
- G. Highland Community Bank, Certificate of Deposit, Account No. 8760001452;
- H. Park National Bank, IRA, Account No. 9421153492;
- I. Park National Bank, IRA, Account No. 9421153499;
- J. Park National Bank, Business CD, Account No. 5000451338

WYLMARIE shall retain as her sole and separate property, free and clear of any interest of WALLACE the following financial accounts and WALLACE waives any interest in said accounts:

- A. First Suburban National Bank, Certificate of Deposit Account No. 84757728;
- B. First Suburban National Bank, Certificate of Deposit, Account No. 89427350;
- C. Citibank Checking Account No. 909022931
- D. Bank of America Account No. 005781338300
- E. Chase Checking Account No. 000000712725431
- F. Chase Savings Account No. 000002332460274

6.2. Each party shall retain as their sole and separate property any cash in their possession.

6.3. Cars. WALLACE shall retain as his sole and separate property the 2003 Cadillac and WYLMARIE shall retain as her sole and separate property the 2000 Cadillac. Neither party shall have any interest in the vehicle of the other. WALLACE is expected to hereafter receive a new car through his employer, the church, and WYLMARIE waives any right or interest which she

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may have in any new vehicle. Any vehicle which Wallace shall hereafter receive through his employment shall be his sole and separate property.

6.4 Personal Property. Each party shall retain the personal property in their possession and control as their sole and separate property free and clear of any interest of the other and each party waives any interest in the property of the other except for the property described in the attached Exhibit "B" which is WYLMARIE'S property that she has yet to remove from the marital residence located at 601 South 14th Ave, Maywood, Illinois. WYLMARIE shall remove said property from said residence within 30 days after the entry of judgment in this case.

**ARTICLE VII
DEBTS AND LIABILITIES**

7.1 WALLACE shall bear sole responsibility for the payment of any and all credit cards and debts in his name and he indemnifies and holds WYLMARIE harmless thereto.

7.2 WYLMARIE shall bear sole responsibility for the payment of any and all credit cards and debts in her name and she indemnifies and holds WALLACE harmless thereto.

**ARTICLE VIII
INCOME TAXES**

8.1. The parties last filed a joint tax return in 2005. WYLMARIE has already filed her individual returns for 2006 and 2007. WALLACE shall have the right to include rental revenues and expenses from all the real estate on his 2006 and 2007 returns for said tax years. WALLACE represents and warrants to WYLMARIE that he has heretofore paid all income taxes due on the 2005 tax return; that he does not owe any interest or penalties with respect thereto; that no tax deficiency proceeding is pending or threatened against him; and that no audit is pending with respect to any joint returns filed by WALLACE and WYLMARIE.

8.2 WALLACE shall be solely liable for all tax obligations which may result from his 2006 and 2007 filings and any and all refunds there from shall be his sole and separate property.

8.3. WYLMARIE represents and warrants to WALLACE that she has heretofore paid all income tax on her 2006 and 2007 returns; that she does not owe any interest or penalties with respect thereto; that no tax deficiency proceeding is pending or threatened against her; and that no audit is pending.

8.4 WALLACE shall be solely liable for any unpaid taxes from tax year 2005 and prior thereto. Each party shall be solely liable for any tax liability resulting from their individual filings in tax years thereafter.

**ARTICLE IX
ATTORNEYS' FEES AND COSTS**

9.1. Each party shall be solely responsible for the payment of his or her respective attorneys' fees and costs incurred in this proceeding, and each party shall indemnify and hold the other party harmless with respect thereto. Each party waives contribution.

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ARTICLE X GENERAL PROVISIONS

10.1. 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 that 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 or instruments, then this Agreement 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. If either party fails for a period of more than 30 days after the effective date of this Agreement to make, execute, acknowledge, or deliver any necessary documents or instruments that 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 and all documents and instruments pertaining to the transfer or conveyance of real and personal property and beneficial interests in land trusts.

10.2. Mutual Release. To the fullest extent permitted by law, and except as otherwise herein expressly provided, each party relinquishes, waives, remises, and 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 party his or her heirs, assigns, and personal representatives all rights of inheritance, descent and distribution, homestead, dower, community property, and all other rights, titles, claims, interests and estates as WALLACE and WYLMARIE, widow or widower, whether existing by reason of the marital relation between the parties or otherwise, including any and all right, title, claim, or interest that the party otherwise has or might have or be entitled to claim in, to, or against the property, interests, 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. Neither party nor their respective heirs, personal representatives, and assigns shall at any time hereafter sue the other party or his or her estate, heirs, personal representatives, grantees, devisees, assigns, agents, or employees for the purpose of claiming or enforcing any rights that are released, waived, or relinquished under this Agreement. In the event any such 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 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 part of the other to comply with the express provisions of this Agreement.

10.3. Waiver of Estate Claims. Each of the parties hereby waives and relinquishes all right to act in any fiduciary capacity with respect to the estate of the other party. Each party relinquishes,

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waives, remises, and releases all right to inherit by intestate 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 right of the surviving party to apply for letters of administration in any form. 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 party expressly reserves the right to dispose of his or her estate in any manner he or she may deem fit, without restriction or limitation of any kind, except as otherwise provided herein.

10.A. Construction of Agreement.

A. Recitals. The recitals set forth at the commencement of this Agreement are intended to be a part of this Agreement.

B. Pronouns. Any word in the text of this Agreement shall be read as singular or plural, and/or as masculine, feminine, or neuter, as may be necessary to give the intended meaning thereto and/or to carry out the intention of the parties.

C. Oral Amendment. No covenant, promise, or undertaking shall be effective to modify or amend this Agreement or to vary or relinquish any right provided by the terms and provisions hereof unless the covenant, promise, or undertaking shall be reduced to a writing that is duly executed by both parties.

D. Modifications. This Agreement shall not be subject to modification or amendment unless specifically permitted by the express provisions hereof and except as to the provisions relating to the custody, visitation, support, and education of the children of the parties.

E. Other Agreements. This Agreement contains a full and complete recitation of the understanding between the parties. No other representation, warranties, promises, covenants, or undertakings have been made by either party to the other as an inducement to enter into this Agreement.

F. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party.

G. Effective Date. This Agreement shall become effective and shall be binding on the parties immediately upon the entry of Judgment for Dissolution of Marriage between the parties. In conjunction with the entry of Judgment for Dissolution of Marriage, the parties, or either of them, shall submit this Agreement to a court of competent jurisdiction for determination if this Agreement is not unconscionable.

H. Privacy Rights. In accordance with Paragraph 502(d) of the Illinois Marriage and Dissolution of Marriage Act, the parties agree that this Agreement shall not be physically attached to the Judgment for Dissolution of Marriage and shall so advise the Court. The parties shall request the Court to (1) approve this Agreement, but not set forth its terms in the judgment, and (2) order the parties to perform under its terms, and, if the Court enters a Judgment, to incorporate its terms only by reference. Notwithstanding this Agreement not being attached to the Judgment, this Agreement shall be incorporated by reference in said Judgment, and shall

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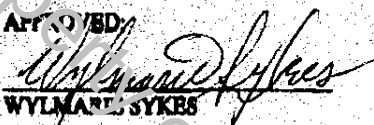
010/011


RECORDED
11-1-2009

purpose shall be of the same legal significance and force and effect as if the Agreement were set forth word for word in the Judgment. If the terms of the Agreement are approved, this Agreement shall be in full force and effect on the date of the entry of the Judgment by the Court and shall be enforceable as though it were attached to the Judgment.

I. In accordance with 750 ILCS 5/508 (b) should the Court hereafter find that either parties failure to comply with this Agreement was without compelling cause or justification the Court shall order the party against whom the proceeding is brought to pay promptly the costs and reasonable attorney's fees of the prevailing party.

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

APPROVED:

WYLMARIE SYKES

APPROVED:

WALLACE SYKES

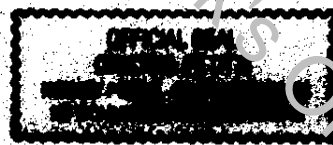
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WYLMARIE SYKES 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December, 2008.
Commission expires: 12/10/2012



Notary Public





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12/22/2008 04:39 FAX

011/011

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WALLACE SYKES is 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of December, 2008.
Commission expires 10-21-12


Notary Public

OFFICIAL SEAL
LATOYA CAMPBELL-STANSBURY
Notary Public - State of Illinois
My Commission Expires Oct 21, 2012

WAKENIGHT & ASSOCIATES, P.C.
1144 West Lake Street
Suite 206
Oak Park, Illinois 60301
708-848-1159
Atty Code: 37501



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20080 11-7 11/2/10

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

IN RE: THE MARRIAGE OF)

WYLMARIE SYKES,)

Petitioner,)

AND)

WALLACE SYKES,)

Respondent.)

No. 07 D 1540

EXHIBIT "B"

1. Legal papers
2. Grandmother's US Savings Bond issued to me in 1941
3. Great Grandmother's picture
4. Lamp, ceramics plates, bowls, cups made by mother
5. Black and white china
6. Christmas china
7. Silver in China cabinet
8. China cabinet
9. Dining room chairs
10. Glass topped dining table and chairs
11. Buffet and chests and contents and toys in basement
12. Bunk beds
13. Personal effects
14. Purses
15. Shoes
16. Personal Clothing
17. Jewelry
18. Family pictures
19. Perfumes
20. Cosmetics
21. Furs
22. Contents of chest of drawers, end table
23. Children's personal effects
24. Car
25. ~~Half of leather furniture~~
26. Office furniture
27. File cabinets and contents
28. Upstairs office contents
29. Office closet contents

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NEEDS TO BE APPROVED

- 30. All computers
- 31. All books and book cases except in Wallace's office
- 32. Living room and bedroom lamps including Brett's
- 33. DVD players
- 34. Two glass tables and chairs
- 35. Silver coffee urn and punch bowl set
- 36. All DVD's and their racks
- 37. Ceramics and Statuettes
- 38. Family pictures
- 39. Foyer glass table and mementoes
- 40. Religious pictures and prints
- 41. African pictures
- 42. Mirrors in den, living room, basement
- 43. Kitchen ceramics
- 44. Colored pots
- 45. Vases
- 46. Birth certificates
- 47. Charm bracelet

48. 1/2 of living room furniture

~~49. 1/2 of master bedroom furniture~~

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as follows, to-wit:

Lot 190 (except the South 7.50 feet thereof) all of Lot 191 and Lot 192 in Madison Street Addition in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Street Address: 601 S. 14th Avenue, Maywood, IL 60153

PIN: 15-10-423-046-0000

EX B