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Doc#: 1934446374 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/10/2019 01:46 PM Pg: 1 of 14

IL SMS No 0578213434 MOD

This Document Prepared by:

Matthew Machac

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601

Telephone: 866-825-2174

_____ [Space Above This Line For Recording Data] _____

Modification Agreement

Document Date: 10/17/2019

FHA/VA/USDA Case No: N/A

Original Mortgagor: Samuel E Johnson

Address: 21133 Alessandra Dr, Matteson, IL, 60443 (Cook County)

Original Mortgagee: Homecomings Financial, LLC

Present Holder of the Note and Lien: NewRez LLC d/b/a Shellpoint Mortgage Servicing

Holder's Address: c/o NewRez LLC d/b/a Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)

Original Loan Amount: \$379,000.00

Current Unpaid Balance: \$345,736.19

New Money (Intangible Amount): \$132,665.15

New Unpaid Balance: \$478,401.34

Original Mortgage Recorded on 4/6/2007, Instrument #: 079601118, Book: N/A, Page: N/A

Parcel #: 31203110180000

Legal Description: See Exhibit "A"

Divorce Decree: Exhibit "B"

Upon recording return to:
 Shellpoint Mortgage Servicing
 55 Beattie Place Suite 110 (MS 157)
 Greenville, SC 29601
 Telephone: 866-825-2174
 Loan Number: 0578213484
 NMLS #: 3013

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MODIFICATION AGREEMENT

Borrower ("I"): Samuel E Johnson

Non-Obligor: Lynette Johnson

Lender or Servicer ("Lender"): NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for NewRez LLC d/b/a Shellpoint Mortgage Servicing

Date of mortgage, deed of trust, or security deed ("Mortgage") and Note: 03/23/2007

Loan Number: 0578213484

Property Address ("Property"): 21133 Alessandra Dr, Matteson, IL 60443

If my representations and covenants in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the original versions of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. The Property has not been condemned.
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Modification Program ("Program")).
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
- G. I have made or will make all payments required under a Trial Period Plan.
- H. I, Samuel E Johnson, may receive a discharge in a bankruptcy proceeding after signing the Note and Mortgage/Deed of Trust. I and the Lender acknowledge and agree that this Agreement is not an attempt to collect, recover, enforce, or offset this indebtedness against me personally, does not affect the discharge of my personal liability, and shall not be construed as a waiver of the discharge or an attempt to revive personal liability for this indebtedness. I understand that I am not obligated to enter into this Agreement and that I am entering into this Agreement voluntarily and with no coercion or pressure from the Lender, for the sole purpose of retaining the Property. I and the Lender acknowledge and agree that the Mortgage/Deed of Trust is an enforceable lien on the Property, that this Agreement shall not prejudice the lien in any way, and that the Lender's sole recourse is the enforcement of its lien on the Property and any action which may exist in relation to the Property itself.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. The Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date, as set fourth in Section 3, has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified

1 If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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on 11/01/2019 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a Trial Period Plan, this modification will not take effect. The first modified payment will be due on 11/01/2019.

- A. The Maturity Date will be 10/01/2059.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, ("Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$478,401.34 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. \$ 143,520.40 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the Interest Bearing Principal Balance and this amount is \$334,880.94. Interest at the rate of 4.125% will begin to accrue as of 10/01/2019 and the first new monthly payment will be due on 11/01/2019. My payment schedule for the modified Loan is as follows:

Number of Monthly Payments	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
480	4.125%	10/01/2019	\$1,425.74	\$1361.91 May adjust periodically	\$2,787.65 May adjust periodically	11/01/2019

*The escrow payments may be adjusted periodically in accordance with applicable law; therefore, my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that if I have a pay option adjustable rate mortgage loan, upon modification the minimum monthly payment option, the interest-only, or any other payment options will no longer be offered. The monthly payments, as described in the above payment schedule for my modified Loan, will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
4. **Additional Agreements.** I understand and acknowledge that:

- A. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased, (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the Divorce Decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents), or (iii) the Lender has waived this requirement in writing.
- B. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. I must comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. This Agreement constitutes notice that the Lender's waiver as to payment of escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

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- G. As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property, as permitted under the Garn-St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. As of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- I. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- J. I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- L. Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. The mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- O. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)



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Space Below this Line for Individual Acknowledgement

Samuel E Johnson (Seal) 10-30-19 (Date)
Samuel E Johnson



Non-Obligor: Lynette Johnson (Seal) _____ (Date)

Signed, acknowledged and delivered in the presence of:

Witness [Signature] (Seal) Witness [Signature] (Seal)

State of IL
County of Will

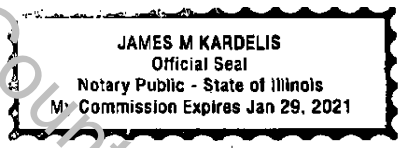
I certify that the following person(s) Samuel E Johnson and _____ personally appeared before me this 30 day of October, 2019, and [] I have personal knowledge of the identity of the principal(s), I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity, photograph in the form of a IL DL, or [] credible witness has sworn to the identity of the principal(s) each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and official seal, this 30 day of October, 2019.

Notary Signature James M. Kardeelis Notary Public

Witness _____ (Seal)

Typed/Printed Name: James M Kardeelis (Official Seal)
Notary Public, State of: IL
(VA Notaries) Reg. No.: _____
My Commission Expires: 1-29-21



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Space Below this Line for Corporate Acknowledgement



NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for NewRez LLC d/b/a Shellpoint Mortgage Servicing

Authorized Signer (Lender) Jacks Cut (Seal)

Printed Name/Title Tachiro Anita Supervisor

Signed, acknowledged and delivered in the presence of:

Witness [Signature] (Seal) Witness [Signature] (Seal)

State of SC

County of Greenville

I certify Tachiro Anita personally appeared before me this 1 day of November, 2019 and acknowledged that he or she is an authorized signer for NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for NewRez LLC d/b/a Shellpoint Mortgage Servicing. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Witness my hand and official seal, this 1 day of November, 2019.

Notary Signature [Signature] (Seal)

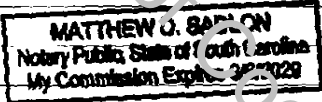
Witness [Signature] (Seal)

Typed/Printed Name: _____ (Official Seal)

Notary Public, State of: _____

(VA Notaries) Reg. No.: _____

My Commission Expires: _____



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Loan# 0578213484

Legal Description

LOT 111 IN RIDGELAND MANOR PHASE 9, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 2004 AS DOCUMENT NO. 0412718000, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 71-20-311-018

**Commonly known as: 21437 ALESSANDRA DRIVE
MATTISON, IL 60443**

Property of Cook County Clerk's Office

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LOAN # 0518213484

Exhibit B

STATE OF ILLINOIS)
COUNTY OF COOK)

Atty. No: 37501

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

IN RE: THE MARRIAGE OF)

Lynette Johnson,)

Petitioner,)

and)

Samuel Johnson,)

Respondent.)

No. 18 D 630210

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD upon the Petition for Dissolution of Marriage of the Petitioner, Lynette Johnson, 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 by her attorney, Rita C. Maldonado of Wakenight & Associates, P.C., and Respondent appearing in his own proper person and by his attorney, Cheryl Zeleznak of Urban and Burt, LTD. The Court having heard testimony of the Petitioner duly sworn and examined in open Court; and the Court considering all of the evidence, and 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 at the time this action was commenced and the residence has been maintained for more than ninety (90) days next preceding the commencement of this action, and next preceding the making of this finding. The parties reside in Cook County and the Respondent has filed his appearance.

2) Petitioner and Respondent were married on January 29, 2000 in Chicago, Illinois and the marriage is registered in Cook County, Illinois. They lived together as husband and wife from the time of their marriage until their separation on or about March 1, 2016.

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LOAN # 0518213484

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. The parties have been separated a period in excess of six months.

4) Two children were born during the parties' first marriage namely; S.J. presently thirty five years old and S. J. presently thirty four years old. Both children of the parties are emancipated. No other children were born to the parties, no children were adopted by the parties and petitioner is not now pregnant.

5) The parties have entered into a written Marital Settlement Agreement, dated July 17, 2018 (hereinafter "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) Petitioner has established by competent, material, and relevant proof the allegations in his Petition contained;

IT IS THEREFORE ORDERED, ADJUDGE AND DECREED, and this Court by virtue of the power and authority therein vested and the Statute in such case made and provided, DOETH HEREBY ORDER, ADJUDGE AND DECREE as follows:

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

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

C) The parties shall perform, execute, and carry out the provisions of the Settlement agreement incorporated herein, and this Court reserves jurisdiction of the parties to this cause and the subject matter thereof for the following purposes: (a) to enforce the provisions of the Settlement Agreement and (b) to adjudicate any other issues that may arise where the parties

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LOG # 0578213484

have requested in the Settlement Agreement that the Court reserve jurisdiction, or where jurisdiction is reserved by operation of law.

D) Lynette has the right to resume the use of her maiden name Hill if she so chooses.

ENTER: Judge Bonita Coleman

JUL 17 2013

~~Circuit Court - 2046~~
Judge

Dated: _____

Rita C. Maldonado
Wakenight & Associates, P.C.
9405 Bormet Dr. Suite 7
Mokena IL 60448
708-478-4659
Attorney No. 37501

Property of Cook County Clerk's Office

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Loan # 0578213484

JOHNSON MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT was made on this 17 day of July, 2018 by and between LYNETTE JOHNSON ("Lynette") and SAMUEL JOHNSON ("Samuel").

RECITALS

WHEREAS, the parties were lawfully married on January 29, 2000 in Chicago Illinois and their marriage was registered in Cook County Illinois.

WHEREAS, Petitioner and Respondent have lived separate and apart and not as husband and wife since on or before March 1, 2015.

WHEREAS, LYNETTE has filed a Petition for Dissolution in the Circuit Court of Cook County, Illinois, known as Case No. 18 D 630210 and entitled "In Re: The Marriage of LYNETTE JOHNSON and SAMUEL JOHNSON." Said case is pending and undetermined.

WHEREAS, two children were born during the parties' first marriage namely; S.J. presently thirty eight years old and S. J. presently thirty seven years old. Both children of the parties are emancipated. No other children were born to the parties, no children were adopted by the parties and petitioner is not now pregnant.

WHEREAS the parties consider it to their best interests to settle between themselves their respective rights.

WHEREAS, the Petitioner, LYNETTE is represented by Rita C. Maldonado of the Law Firm of Wakenight & Associates, P.C., and SAMUEL, is represented by Cheryl C. Zelenzak of the Law Firm of Urban & Burt, Ltd.

WHEREAS, the parties have freely and voluntarily entered into this Agreement, free from any duress or coercion and with full knowledge of every provision contained therein, and have carefully considered the provisions of this Agreement and believe those terms to be fair and reasonable.

WHEREAS this agreement is entered into for the benefit of the parties and not for the benefit of third parties including the child of the parties.

WHEREAS the parties have waived full discovery of marital assets. However, each party acknowledges that they are conversant with all the wealth, property, estate and income of the other and that each has been fully informed of their respective rights in the premises and that in the future they will not seek additional distribution of marital assets.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree as follows:

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LOON # 0518213484

ARTICLE I
INCORPORATION OF RECITALS

The foregoing recitals are made a substantive part of and incorporated into this Agreement.

ARTICLE II
RIGHT OF ACTION

A. This Agreement is not one to obtain, or stimulate, or in consideration of a Dissolution of Marriage. It is instead the intention of the parties to effect an amicable resolution of their disputes.

B. LYNETTE 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 by SAMUEL. SAMUEL reserves the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by LYNETTE.

ARTICLE III
INSURANCE

Each party shall be responsible for their own health insurance coverage and agree to hold the other harmless thereto for any medical bills in their own name.

ARTICLE IV
PROPERTY DIVISION

A. RETIREMENT ACCOUNTS

1. Lynette has a 401(k) with her employer, Northern Trust Company, which shall remain as her sole and separate property, free and clear of any interest of Samuel.
2. Lynette has a pension plan with her employer, Governors State University, which shall remain as her sole and separate property, free and clear of any interest of Samuel.
3. Samuel has a pension plan with AT&T which is 100% marital, which shall remain as his sole and separate property free and clear of any interest of Lynette.
4. Samuel has a 401(k) with AT&T which is 100% marital, which shall remain as his sole and separate property free and clear of any interest of Lynette.

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COGN # 0578213484

ARTICLE IX**DEBTS**

A. Samuel shall be responsible for all debt in his sole name and Samuel indemnifies and holds Lynette harmless with respect to these individual debts.

B. Lynette shall be responsible for any debt in her sole name and Lynette indemnifies and holds Samuel harmless with respect to these individual debts.

ARTICLE X**ATTORNEY'S FEES**

Each party shall pay their own individual attorney's fees and waives contribution to the other.

ARTICLE XI**NON-MODIFIABILITY OF AGREEMENT**

The parties acknowledge and stipulate, in accordance with the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act and to the fullest extent allowed by that Section, that the terms and provisions of this Settlement Agreement, except for terms and provisions concerning the support or visitation of the child of the parties, shall not be subject to modification.

ARTICLE XII**GENERAL PROVISIONS**

A. This Agreement shall be construed under the laws of the State of Illinois.

B. Each of the parties agrees that each will execute any and all instruments and documents reasonably necessary to effectuate their property rights herein, the intention of the parties being that this settlement provided for shall constitute the complete adjustment of property rights between the parties.

C. The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressed herein have been made by either party to the other party.

D. 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, homestead, 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. Each party further covenants and agrees for

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LOGN # 0578213484


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 and 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 plead, 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 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 extinguishing 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.

E. This Agreement shall be submitted to the Court for approval and, if approved, shall be made part of the Judgment for Dissolution of Marriage and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the pending case.

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



 LYNETTE JOHNSON



 SAMUEL JOHNSON

Rita C. Maldonado
 Wakenight & Associates, P.C.
 9405 Bormet Dr. Suite 7
 Mokena IL 60448
 708-478-4659
ritam@wakenight.com
 Code #37501