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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

MAX B. STEWART

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

Court, at the Court House in said County, and State, on February 6th

in the year of our Lord, one thousand nine hundred and 84

of the United States of America, the two hundredth and eighth

MAX B. STEWART

PRESENT: - The Honorable
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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

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IN RE THE MARRIAGE OF:

KAREN S. AYALA,

Petitioner,

and

JORGE LUIS AYALA,

Respondent.

NO. 83 D 7619

STEWART

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard from the regular trial call of contested cases for Dissolution of Marriage upon the duly verified Petition for Dissolution of Marriage of the petitioner, KAREN S. AYALA, and upon Stipulation of the parties to hear this matter as in cases of default, the respondent, JORGE LUIS AYALA, having filed his Appearance and Response in this cause, the petitioner being personally present in the open Court and represented by her counsel, JAMES J. BAGLEY, and the respondent being represented by his counsel, DAVID M. GOODSON, and the Court having heard the evidence adduced by the petitioner in support of her Petition for Dissolution of Marriage, and being fully advised in the premises, DOTH FIND:

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1. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.

2. That the petitioner is now, and has been for more than ninety (90) days immediately preceding the entry of this Judgement for Dissolution of Marriage, an actual resident of the State of Illinois.

3. That the petitioner and the respondent were lawfully joined in marriage on, to-wit: the 22nd day of September, 1973, at Chicago, Illinois, and that they lived and cohabited together as husband and wife until on or about the 10th day of March, 1983, at which time cohabitation between them ceased by reason of the conduct of the respondent as hereinafter set forth.

4. That no children were born or adopted by the parties during the course of their marriage, and the petitioner is not now pregnant.

5. That the petitioner has substantially proved the material allegations of her Petition for Dissolution of Marriage hereinbefore filed, and that the petitioner is entitled to a Judgment for Dissolution of Marriage from the respondent as prayed in her said Petition for Dissolution of Marriage.

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6. That the conduct on the part of the respondent as hereinbefore set forth was wholly without any just or reasonable cause or provocation to him by the petitioner given, and that since, to-wit: the 10th day of March, 1983, aforesaid, the petitioner has been living separate and apart from the said respondent as a single woman without fault on her part.

7. That the parties hereto have entered into a Memorandum of Agreement dated the 3rd day of FEBRUARY 1984, settling and disposing between themselves the questions of support and maintenance for the petitioner, of certain proprietary rights inhering in them respectively arising out of the marital relationship heretofore existing between them, and of the payment of attorneys' fees and costs, which said Memorandum of Agreement, signed by the petitioner and the respondent, is set forth verbatim and is made part of this Judgment, and is in words and figures as follows to-wit:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of FEBRUARY, 1984, by and between KAREN S. AYALA, hereinafter referred to as "wife", being a resident of the

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County and State of Illinois, and JORGE LUIS AYALA, herein-
after referred to as "husband", being a resident of the County
of Cook and State of Illinois.

WITNESSETH:

WHEREAS,

A. That the parties hereto were married on the
22nd day of September, 1973, at Chicago, Illinois.

B. That no children were born to or adopted by the
parties, and the wife is not now pregnant.

C. That unfortunate and irreconcilable differences
and difficulties have arisen between the parties as a result
of which they separated on, to-wit: the 10th day of March,
1983, and have ever since been, and are now, living separate
and apart from each other.

D. That the wife has filed a Petition for Dissolution
of Marriage against the husband in the Circuit Court of Cook
County, Illinois, known as Case Number 83 D 7619, entitled,
"IN RE THE MARRIAGE OF: KAREN S. AYALA, Petitioner, and JORGE
LUIS AYALA, Respondent". Said cause is still pending and
undisposed of.

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E. That without any collusion as to the pending case or as to any dissolution proceedings between the parties hereto, but without prejudice to any right of action for dissolution which either of the said parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of support and maintenance, the respective rights of property growing out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. That the wife has employed and has had the benefit of the counsel of JAMES J. BAGLEY, as her attorney. That the husband has employed and has had the benefit of the counsel of DAVID M. GOODSON, as his attorney.

G. That the parties acknowledge that each of them has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, both directly and through furnishing of financial

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data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby made a part of this Agreement.

2. RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The husband reserves the right to prosecute any action for dissolution of marriage which he may deem necessary or proper and to defend any action which the wife may bring or has brought.

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3. CAPTIONS

The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.

4. GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

5. MUTUAL WAIVER OF MAINTENANCE

Except as herein provided, both the husband and the wife agree that, by acceptance and execution of this Agreement, they do hereby reciprocally waive and release any and all right either of them may henceforth have to claim maintenance or support from the other, hereby intending to waive and relinquish and all right which either of them might now or hereafter have in nature of maintenance or support, and do hereby waive and relinquish all rights to any support which may have been owed to either of them as of the date of the execution of this Agreement.

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6. SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

(a) The parties covenant and agree that the husband shall receive as his sole and separate property all of the personal property listed in Exhibit A attached hereto and incorporated herein by reference.

(b) The parties covenant and agree that the wife shall receive as her sole and separate property all of the personal property listed in Exhibit B attached hereto and incorporated herein by reference.

(c) Except as otherwise provided in this Agreement, each of the parties covenants and agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his

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or her respective possession or under his or her respective control upon the date of this Agreement, including in said property, but not limited by, all choses in action, interests as trustee and beneficiaries of trusts, bank balances, royalties, bonds, stocks, securities and real estate.

7. MARITAL RESIDENCE

The parties covenant and agree that the wife shall receive as her sole and separate property certain improved real estate which was the parties' marital residence commonly known as 424 South Greenwood, Park Ridge, Illinois, the legal description of which is attached hereto and made a part hereof as "Exhibit C".

The wife covenants and agrees that she will be solely responsible for any and all mortgages, real estate taxes, insurance, assessments, and all other costs and expenses incident to the ownership of the said improved real estate, except that the husband agrees to pay any liens which are or may be placed on said real estate by reason of any unpaid income taxes due the Internal Revenue Service or the Illinois Department of Revenue incident to the parties joint income tax returns during their marriage and will hold the wife harmless thereon.

In addition, husband agrees to pay-off the balance due to the Illinois Department of Revenue for taxes, interest and penalties due from the parties' joint return for the tax year 1981 within 90 days from the date of this Agreement.

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8. DEBTS AND OBLIGATIONS

The parties covenant and agree that each shall be solely responsible for the payment of their own respective debts, whether incurred in their respective names or for their respective benefit. The parties respectively agree to indemnify and hold the other harmless for any liability incurred thereon.*

9. ATTORNEYS FEES

The parties covenant and agree that each shall be solely responsible for the payment of his or her attorneys' fees and court costs. Husband agrees to pay to David Goodson, Attorney at Law \$400, within 60 days of February 3, 1984 and all costs and attorneys' fees of collection if not timely paid.

10. TAX INDEMNITY

The husband covenants and agrees to indemnify and hold harmless the wife as to any and all claims made or which shall be made by the Internal Revenue Service or the Illinois Department of Revenue which arise out of the income tax returns filed jointly by the parties during their marriage. Provided, however, that husband shall reimburse to wife in the amount of \$2,592.72 which the wife has paid to the Internal Revenue Service for the balance due on the parties 1981 joint income tax return. Said \$2,592.75 to be paid by the husband to the wife shall be paid in full no later than six months from the date of this Agreement.

11. EXECUTION CLAUSE

Each of the parties hereto agrees to execute and acknowledge, upon the effective date of this Agreement,

The wife agrees to pay \$200.00 of liability on the Marshall-Fields debt, and the husband agrees to pay the remaining balance due on this debt of 2-384.
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good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute and acknowledge 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 properties 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 declared to, constitute a full and effective 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.

12. GENERAL PROVISIONS

(a) Except as herein otherwise provided, the wife covenants and agrees that she will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which she now has or might hereafter assert, in and to the property of the husband, real, personal, or mixed, whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing

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between them or for any other cause, including, but not limited by, support and maintenance (whether past, present, or future), inheritance and succession.

(b) The husband covenants and agrees that he will, and does hereby, waive remise, and relinquish any and all claim of right, title, and interest which he now has, or might hereafter assert, in and to the property of the wife, real, personal, or mixed, or whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, support and maintenance (whether past, present, or future), inheritance and succession.

(c) 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 quit claim and grant to the other, his or her heirs, personal representatives, and assigned, all rights of 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 relations existing between the

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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, or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now or hereafter in any manner acquired by the other party, and whether in possession of 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 hereafter, sue the other, or his or her heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph; and further agrees 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 agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees, or assigns, any of all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment, or extinguishment of such rights; provided, however, that nothing herein

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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 provisions of this Agreement, or the rights of either party under this Agreement.

(d) Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator with the will annexed in 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, and each of the parties hereto respectively reserves 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

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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.

(e) This instrument contains whole and entire the agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair, just, and equitable with respect to each of them.

(f) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

(g) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a 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.

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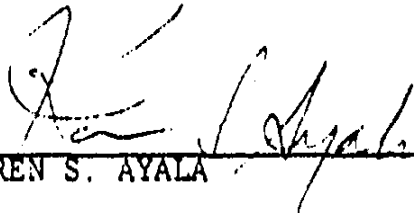
(h) This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.

(i) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

13. UNAMENDABLE BY FUTURE COURT ACTION

The parties hereto agree that the contents of this Agreement and all the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the contents of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any court to alter, amend, or modify the terms thereof.

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


KAREN S. AYALA


JORGE LUIS AYALA

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EXHIBIT A

Property to husband, JORGE LUIS AYALA

1 color TV
1 cocktail table ball & claw
1 cylinder light
30 books
1 book case
1 jade tree
1 mahg jhon set
1 large crystal bowl center piece
1 grandfather clock
1 love seat
1 bar and glass collection
Chippendale diningroom set (8 pcs.)
christmas plates & glass ware
5 table cloths & linens
9 old paintings
7 old cartoons
1 oriental rug
1 secretary desk (Chippendale)
1 cuisnart
4 copper plates
1 30 cup coffee maker
1 parrot
Antiques:
snuff bottle collection (4 or more)
1 lrg. jewel & ivory snuff bottle
1 cloisene box
1 cloisene fish
5 porceline vases
1 cloisene vase
1 Jade plate
5 tapastries
2 urns brass
4 rice bowls
1 temple statue
1 lrg. Japanese silk painting
4 wooden temple placks
2 cork paintings

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EXHIBIT B

Property to wife, KAREN S. AYALA

1 color TV
1 travel clock
1 glass cocktail table
1 Chippendale chair
30 books
2 glass boxes
1 black table
1 baker currio
3 brass lamps
1 vitrola & 30 records
1 foo dog
1 round chair
beer glasses
8 shrimp cocktail cups
3 chrystal pitchers
1 floor butcher block server
1 brass Indian lady statue
1 easter island statue
1 silk Japanese lady painting
1 wood screen
1 brikel chair
1 silk black painting
1 antique mirrow
1 stereo B&O
1 rope rug
1 cherry wood table
christmas decorations
2 shell lights (wall)
1 rice bed
1 low boy
1 wing chair
2 oriental rugs (blue and chinese rugs)
1 wood chair
1 leater drop leaf table
2 lladros statues
Misl kitchen utensils
1 microwave
5 iron pans
Patio furniture
sun room furniture
2 peacock chairs & table
china (10 place settings)
sugar & creamer
platter
Towle Sterling Silverware (10 sets)
Towle Sterling Cocktale Forks (10 sets)
Crystal wine & water glass (10)
Table cloths (5)
Sterling Siler Champagne
Sterling Silver Coffee Serving set
1 wheat painting

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EXHIBIT C

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared KAREN S. AYALA, personally known to me and known to me to be the same person who executed the foregoing instrument, and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd
day of February, 1984



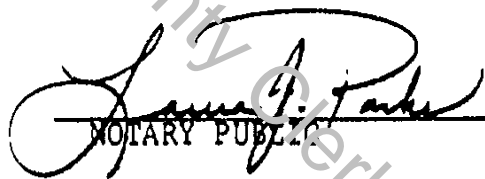
NOTARY PUBLIC

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared JORGE LUIS AYALA, personally known to me and known to me to be the same person who executed the foregoing instrument, and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd
day of February, 1988.


NOTARY PUBLIC

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THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. That the bonds of marriage heretofore existing between the petitioner, KAREN S. AYALA, and the respondent, JORGE LUIS AYALA, 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 Memorandum of Agreement heretofore made and entered into by and between the parties hereto under date of the 3rd day of FEBRUARY, 1984, to which reference is hereinbefore made, settling and disposing of the questions of support and maintenance, of certain proprietary rights inhering in them respectively, and of the payment of attorneys' fees and costs be, and the same is hereby, in all respects approved, confirmed, incorporated, and merged into this Judgment, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

C. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of Marriage, including all and singular the terms

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and provisions of this Judgment for Dissolution of Marriage, including all and singular the terms and provisions of the Memorandum of Agreement made by and between the parties hereto under date of the 3rd day of FEBRUARY, 1984, as heretofore set forth.

ENTER:

Feb 6, 1984

Judge

[Handwritten signature]

APPROVED:

[Handwritten signature]
Attorney for Petitioner

[Handwritten signature]
Attorney for Respondent

JAMES J. BAGLEY
Attorney for Petitioner
Suite 2024
134 North LaSalle Street
Chicago, Illinois 60602
(312) 782-4992

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STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between

... Karen S. Ayala plaintiff/petitioner
and Jorge Luis Ayala defendant/respondent

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 9th

day of December, 1985.

Morgan M. Finley Clerk

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