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PLACITA JUDGMENT

8 6 5 5 5 0 5 (10-84) CCDCH-6

UNITED STATES OF AMERICA

86555659

STATE OF ILLINOIS,
COUNTY OF COOK ss.

EVERETTE A. BRADEN

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 November 21,
in the year of our Lord, one thousand nine hundred and 86 and of the Independence
of the United States of America, the two hundredth and eleventh

PRESENT: - The Honorable EVERETTE A. BRADEN
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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DEPT-01 RECORDING
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COOK COUNTY RECORDER

WILL CALL

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

IN RE THE MARRIAGE OF:)
)
RENEE M. GASNER,)
)
)
and Petitioner,) No. 85 D 17475
)
EARL L. GASNER,)
)
)
Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come up for hearing off the regular trial calendar of this Court as a contested matter upon the Petition for Dissolution of Marriage of RENEE M. GASNER ("RENEE") and the Response thereto of EARL L. GASNER ("EARL"); RENEE appearing in open Court in her own person and by her attorneys, DAVID H. LEVY and LEON I. FINKEL of the law firm of FRIWELL, GALPER, LASKY & BERGER, LTD.; and EARL having appeared in this cause by his attorney, JOHN P. BIESTEK of the law firm of JOHN P. BIESTEK & ASSOCIATES, LTD.; and the Court having heard the testimony of RENEE duly examined in open Court and other evidence offered by RENEE in support of the allegations and charges in her Petition for Dissolution of Marriage; and the Court, having considered all the evidence, now being fully advised in the premises DOES FIND:

A. It has jurisdiction of the parties hereto and the subject matter hereof.

B. RENEE is now and has been for more than 90 days preceeding this Court's finding a resident of the County of Cook, State of Illinois.

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C. RENEE and EARL were legally married on August 23, 1956 in Chicago, Cook County, Illinois.

D. One child was born as a result of this marriage, namely: DAVID E. GASNER, born September 16, 1967; and said child is fully emancipated. No other children were born or adopted as a result of this marriage, and RENEE is not presently pregnant.

E. During the time the parties lived together as husband and wife, RENEE conducted herself towards EARL as a good, true, kind, and affectionate wife.

F. RENEE has sustained and proved all of the allegations and charges in her Petition for Dissolution of Marriage, and EARL is guilty of extreme and repeated mental cruelty without any just or reasonable cause or provocation on the part of RENEE.

G. RENEE and EARL entered into a Marital Settlement Agreement dated the ____ day of November, 1986 concerning the rights of the parties and settling, adjusting, and determining their respective property rights. Said Agreement has been exhibited to the Court for its consideration; the Court finds that it is not unconscionable; it was entered into voluntarily by RENEE and EARL; and it is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

This Agreement, made this 21st day of November, 1986, between RENEE M. GASNER ("RENEE") of the Village of Arlington Heights, County of Cook, and State of Illinois, and EARL L. GASNER ("EARL") of the Village of Schaumburg, County of Cook, and State of Illinois:

W I T N E S S E T H:

WHEREAS, the parties hereto were lawfully joined in marriage on August 23, 1956, in Chicago, Cook County, Illinois, and are estranged from each other; and

WHEREAS, there is one child born to the parties as a result of the marriage, namely: DAVID E. GASNER, born September 16, 1967; and said child is fully emancipated. No other children were born to or adopted by the parties as a result of this marriage, and RENEE is not presently pregnant; and

WHEREAS, certain irreconcilable and unfortunate differences have arisen between the parties which rendered impossible a continuation of the marital relationship existing between them; and

WHEREAS, RENEE has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County as Case No. 85 D 17475; and

WHEREAS, RENEE is presently employed by the Chicago Board of Education as a substitute school teacher, and EARL is employed as a manager for A.M. International; and

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WHEREAS, each party has made a full, fair, and complete disclosure to each other of all their assets, including the income derived therefrom; and

WHEREAS, RENEE has engaged DAVID H. LEVY and LEON I. FINKEL of FEIWELL, GALPER, LASKY & BERGER, LTD. as her attorneys, and EARL has engaged JOHN P. BIESTEK of JOHN P. BIESTEK & ASSOCIATES, LTD. as his attorney, and each party has had the benefit of counsel and advice of her and his respective attorneys, who have carefully participated in the drafting of this instrument; and

WHEREAS, both parties expressly state that they have fully and voluntarily entered into this Agreement of their own volition, free of any duress or coercion, and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; each party states that his and her respective attorneys have carefully explained to them:

1. Their legal rights and duties as between the parties;
2. The range of what the Court might order if called upon to decide the case as a contested matter; and
3. The legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to him or to her by the other party or his or her attorney other than what is contained in this Agreement; and

WHEREAS, without any collusion as to the pending proceedings, or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be to their respective best interest to settle,

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adjust, and compromise between themselves now and forever the matters of maintenance and support, the settlement of the property rights of the parties, the payment of the attorneys' fees, and the disposition of all claims arising by virtue of the marriage of the parties hereto in or to any and all property, real, personal or mixed, tangible or intangible, now, heretofore or hereafter owned or possessed by the other party hereto including, without limitation of the foregoing, inheritance, descent, distribution, and community interest and surviving spouse's award.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECITALS: The foregoing recitals are hereby made a part of this Agreement.

2. NON-COLLUSION CLAUSE: This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage.

3. MAINTENANCE WAIVER: RENEE waives all claims of maintenance and support for herself from EARL. EARL waives all claims of maintenance and support for himself from RENEE.

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4. MARITAL PROPERTY: The parties own either separately or in joint tenancy with each other the following marital property:

-- The marital residence located at 2619 Brighton Place, Arlington Heights, Illinois, and legally described in Exhibit A attached hereto.

-- Vacant lot adjacent to 2619 Brighton Place, Arlington Heights, Illinois, and legally described in Exhibit B attached hereto.

-- Lomas & Nettleton GNMA.

-- Various bank accounts in the parties' individual names.

-- Various individual retirement accounts in the parties' individual names.

-- 1985 Pontiac Fiero automobile.

-- 1978 Toyota Celica automobile.

-- Furniture, furnishings, fixtures, and other personalty.

A. RENEE shall keep as her sole and exclusive property free and clear from any right or claim on the part of EARL the following marital property:

1. The marital residence located at 2619 Brighton Place, Arlington Heights, Illinois, and legally described in Exhibit A attached hereto. EARL shall execute a quitclaim deed conveying his interest in said property to RENEE upon entry of the Judgment for Dissolution of Marriage. RENEE shall be responsible for all mortgage payments, real estate taxes, homeowners

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insurance, extraordinary and routine repairs and maintenance, and all other expenses by reason of ownership of said property; and she shall indemnify EARL and hold him harmless with regard thereto. In the event that an examination of title discloses that EARL has caused liens, mortgages (other than the first mortgage), or other encumbrances to be placed against said property, other than those assumed by RENEE, then he will indemnify, pay, and hold RENEE harmless with regard to said liens, mortgages, or encumbrances.

2. Lomas & Nettleton GNMA. EARL warrants that said account has a minimum balance of \$8,000. In the event the value is less than \$8,000, the deficiency shall be deducted from the lump sum payment to EARL pursuant to Paragraph 5.

3. All bank accounts in her individual name.

4. All individual retirement accounts in her individual name.

5. 1978 Toyota Celica automobile.

6. All furniture, furnishings, fixtures, and other personalty including lawn and garden equipment currently in her possession or located in the marital residence, with the exception of those items listed on Exhibit C attached hereto.

7. EARL shall return to RENEE those items of personalty listed on Exhibit D upon execution of the Marital Settlement Agreement, with the exception of the

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family photo album. EARL shall have 90 days from entry of the Judgment for Dissolution of Marriage to have copies of said pictures made to be tendered to RENEE.

B. EARL shall keep as his sole and exclusive property free and clear from any right or claim on the part of RENEE the following:

1. The vacant lot adjacent to the marital residence located at 2619 Brighton Place, Arlington Heights, Illinois, and legally described in Exhibit B attached hereto. RENEE shall execute a quitclaim deed conveying her interest in said property to EARL upon entry of the Judgment for Dissolution of Marriage. EARL shall be responsible for all mortgage payments (if any), real estate taxes, and all other expenses by reason of ownership of said property; and he shall indemnify RENEE and hold her harmless with regard thereto. In the event that an examination of title discloses that RENEE has caused liens, mortgages, or other encumbrances to be placed against said property, other than those assumed by EARL, then she will indemnify, pay, and hold EARL harmless with regard to said liens, mortgages, or encumbrances.

2. All bank accounts in his individual name.

3. All individual retirement accounts in his individual name.

4. All furniture, furnishings, fixtures, and other personalty currently in his possession as well as those items listed on Exhibit C attached hereto.

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5. LUMP SUM PAYMENT TO EARL: In addition to those items listed in Paragraph 4 above, EARL shall receive from RENEE as additional property settlement the sum of \$40,000; \$20,000 shall be payable within 30 days of entry of the Judgment for Dissolution of Marriage, and \$20,000 shall be payable within 60 days thereafter. Said obligation shall be secured by a lien on the property located at 2619 Brighton Place, Arlington Heights, Illinois, legally described in Exhibit A.

6. LUMP SUM PAYMENT TO RENEE: In addition to those items listed in Paragraph 4 above, RENEE shall receive from EARL as his contribution toward damages to the marital residence the sum of \$1,000: \$500 shall be payable within 30 days of entry of the Judgment for Dissolution of Marriage and \$500 shall be payable within 60 days thereafter.

7. OUTSTANDING BILLS AND INDEBTEDNESS: Except as otherwise provided herein, each party shall be responsible for all outstanding bills and indebtedness incurred by them respectively since the date of their separation. Each party shall indemnify and hold the other harmless with regard to said debts and obligations. Attached hereto and incorporated herein as Exhibit E is a list of EARL's outstanding indebtedness as of the effective date of this Agreement.

8. ATTORNEYS' FEES:

A. Upon entry of Judgment for Dissolution of Marriage, RENEE shall pay to the law firm of FEIWELL, GALPER, LASKY & BERGER, LTD. the sum of \$4,500 for their services rendered and costs expended on her behalf in connection with this matter.

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B. Upon entry of Judgment for Dissolution of Marriage, EARL shall pay to the law firm of JOHN P. BIESTEK & ASSOC., LTD. the sum of \$12,564.30 for their services rendered and costs expended on his behalf in connection with this matter.

9. SEPARATE PROPERTIES: That except as otherwise provided in this Agreement, each of the parties hereto 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, real, personal or mixed, in his or her respective possession or under his or her respective name or control upon the date of this Agreement, including, but not limited to, all choses in action, interests as trustee and beneficiaries of trusts, bank balances, royalties, bonds, stocks, securities, and real estate.

10. MUTUAL RELEASES: 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, dower, inheritance, descent, distribution, and 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

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estate whether now owned or hereafter in any manner acquired by the other party or whether in possession or in expectancy and whether vested or contingent; and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives and assigns, grantees, and devisees for the purpose of enforcing any or all of the rights specified in and relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and 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 requested to effect or evidence such release, waiver, relinquishment, or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement or the rights of either party under this Agreement.

11. EXECUTION OF DOCUMENTS: Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and

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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 several 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 present transfer, assignment, and conveyance of all rights hereinabove designated to be relinquished and waived.

12. WAIVER OF ESTATE CLAIM: Each of the parties, except as herein otherwise provided, hereby waives and relinquishes all right to act as administrator with the will annexed of the estate of the other party, and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property 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 rights of the surviving party hereafter to apply for Letter of Administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose by testament or otherwise of his or her respective property in any way he or she sees fit without restriction or limitation whatsoever except as otherwise provided herein.

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13. INCORPORATION IN JUDGMENT FOR DISSOLUTION OF

MARRIAGE: In the event RENEE or EARL at any time hereafter obtains a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered. The Court, on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

14. CONSTRUCTION OF AGREEMENT: This Agreement shall be

construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, RENEE filed an action for Dissolution of Marriage in Illinois, and EARL filed his Appearance and Answer in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

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15. MODIFICATION OF AGREEMENT BY COURT: In the event any court alters, changes, or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that RENEE and EARL shall have an opportunity to consider said alteration, change, or modification by said court and, if necessary, renegotiate all or part of this Agreement.

IN WITNESS WHEREOF, RENEE and EARL have hereunto set their respective hands and seals to this Agreement consisting of twelve (12) typewritten pages, this page included, on the day and year first above written.

Renee M. Gasner

RENEE M. GASNER

Earl I. Gasner

EARL I. GASNER

David H. Levy
Leon I. Finkel
FEIWELL, GALPER, LASKY & BERGER, LTD. (03614)
Attorneys for RENEE M. GASNER
30 North LaSalle Street - Suite 2400
Chicago, Illinois 60602
(312) 782-4844

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LEGAL DESCRIPTION OF PROPERTY
COMMONLY KNOWN AS
2619 BRIGHTON PLACE, ARLINGTON HEIGHTS, ILLINOIS

Lot 37 in Merrie Green Subdivision in the Northeast 1/4 of
Section 17, Township 42 North, Range 11 East of the Third
Principal Meridian, according to Platt thereof registered in the
office of the Registrar of Titles of Cook County, Illinois on
September 13, 1967 as Document No. 2347244.

03-17-2010-006

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**LEGAL DESCRIPTION OF VACANT LOT
ADJACENT TO PROPERTY COMMONLY KNOWN AS
2619 BRIGHTON PLACE, ARLINGTON HEIGHTS, ILLINOIS**

Lot 38 in Merrie Green Subdivision in the Northeast 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, according to Platt thereof registered in the office of the Registrar of Titles of Cook County, Illinois on September 13, 1967 as Document No. 2347244.

03-17-201-007 *km*

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EARL'S FURNITURE, FURNISHINGS, AND FIXTURES TO BE REMOVED FROM THE MARITAL RESIDENCE

Music Stand

Three Glass/Brass Tables

Stereo Speakers

Stereo FM Receiver and Turntable

Heath Kit TV

Sofa Bed

Glass Door Bookcase

Car Tools and Jack (except those in connection with the Toyota)

Pachinko Game

Photography Equipment

Fold Boat (Damaged) and Sail

Camping Gear

One Card Table with Set of Chairs

Telescope

Tools (except as needed for maintenance of air conditioner,
sump pump, and select other household equipment)

Fish Tank, Stand, and Accessories

Thirty Bags of Beans

Train Table and Model Train Accessories

Pool Table, Cue Sticks, Cue balls, and Accessories

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RENEE'S PERSONAL ITEMS
TO BE RETURNED BY EARL

Garage Door Opener
Car Keys for Toyota
Family Photo Albums
Two Gray Fur Pillows
Automobile Insurance Papers
Travelers Medical Insurance Papers
Liability Insurance Papers for House

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EXHIBIT D

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LIST OF DEBTS

Apple Computer	\$1,811
Meadows Credit Union Visa	4,910
Citibank Visa	3,494
Citibank Mastercard	3,491
American Express	1,192
Meadows Credit Union	4,910
E.A.P. Visa	4,810
Citibank Preferred Visa	4,850
First Card Visa	750
Car loan, Arlington Federal	6,400
MFL	6,500
Line of Credit, Arlington Federal checking	425
1st National Bank of Elgin	2,000

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EXHIBIT E

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ON MOTION OF THE ATTORNEY FOR RENEE, IT IS THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED and this Court by virtue of the power and authority therein vested, and the Statute in such case made and provided, DOES HEREBY ORDER, ADJUDGE AND DECREE that:

1. The bonds of matrimony existing between RENEE and EARL be and they are dissolved, and the same are dissolved accordingly, and the parties are and each of them is freed from the obligation thereof.

2. The Marital Settlement Agreement between RENEE and EARL, hereinabove set forth in full, be and it is hereby made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement be and they are expressly ratified, confirmed, approved, and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions in this paragraph were set forth verbatim as the decree of this Court.

3. All the right, title, claim, or interest of each party in and to the property of the other, real, personal or mixed, that he or she now owns or may hereafter acquire by way of dower, homestead, jointure, or otherwise, be and they are forever barred, terminated, ended and released, provided, however, that nothing contained in this Judgment for Dissolution of Marriage or in the Agreement incorporated herein shall be construed as a release of either party to the other of their respective obligations to comply with the terms and provisions of said Agreement incorporated herein and made a part hereof.

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4. RENEE and EARL shall execute, acknowledge, and deliver any and all documents which may be necessary or proper to carry out the undertakings and purpose of the aforesaid Agreement and any of the provisions of this Judgment for Dissolution of Marriage.

5. The Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the said Agreement incorporated herein and made a part hereof.

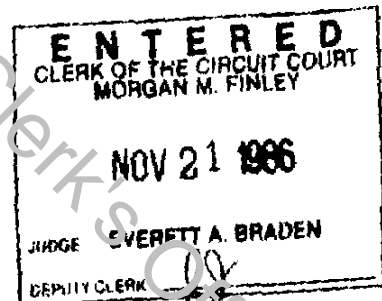
ENTER:

J U D G E

APPROVED:

Attorney for RENEE M. GASNER

Attorney for EARL L. GASNER



David H. Levy
Leon I. Finkel
FEIWELL, GALPER, LASKY & BERGER, LTD. (03614)
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(312) 782-4844

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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:

[Dotted lines for case details]

in a certain cause lately pending in said Court, between

RENEE M. GASNER plaintiff/petitioner

and EARL L. GASNER defendant/respondent.

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

the seal of said Court, in said County, this 21st

day of November, 19 86

[Signature of Morgan M. Finley] Clerk

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