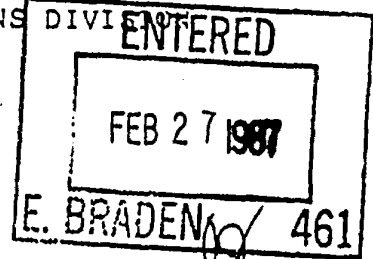


Attorney # 21810

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



IN RE THE MARRIAGE OF:)
CARL C. LEVIN,)
Petitioner,)
and)
KRISTINE MARIE LEVIN,)
Respondent.)

No. 86 D 18455

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING to be heard upon the duly verified
Petition for Dissolution of Marriage of the Petitioner, CARL
C. LEVIN, and the Appearance and Answer of Respondent,
KRISTINE MARIE LEVIN, the Petitioner being present in open
Court and represented by his counsel, KANTER & MATTEENSON,
LTD.; the Respondent being present in open Court and
represented by her counsel, SUSAN SATTER; and this cause
coming on for hearing pursuant to a Stipulation between the
parties;

And the Court having heard the testimony of the
Petitioner taken in open Court, and now being fully advised
in the premises, DOES FIND THAT:

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

2. The Petitioner was a resident of and domiciled in
the State of Illinois upon the Petition for Dissolution of

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Marriage being commenced and has maintained a residence in the State of Illinois for a period in excess of 90 days next preceding the making of these findings.

3. The parties hereto were lawfully married on August 19, 1978, and said marriage was registered in Northfield, Minnesota.

4. One child was born to the parties as a result of this marriage, namely: BRYAN LEVIN, born on November 5, 1984. No children were adopted by the parties, and the Respondent is not now pregnant.

5. Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

6. The Petitioner has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein dissolving the bonds of marriage between the parties.

7. The parties hereto have entered into a Marital Settlement Agreement dated February 26, 1987 concerning the questions of custody of the minor child, maintenance and support, respective rights of each party in and to the property, whether marital, non-marital, real, personal, or mixed, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement has

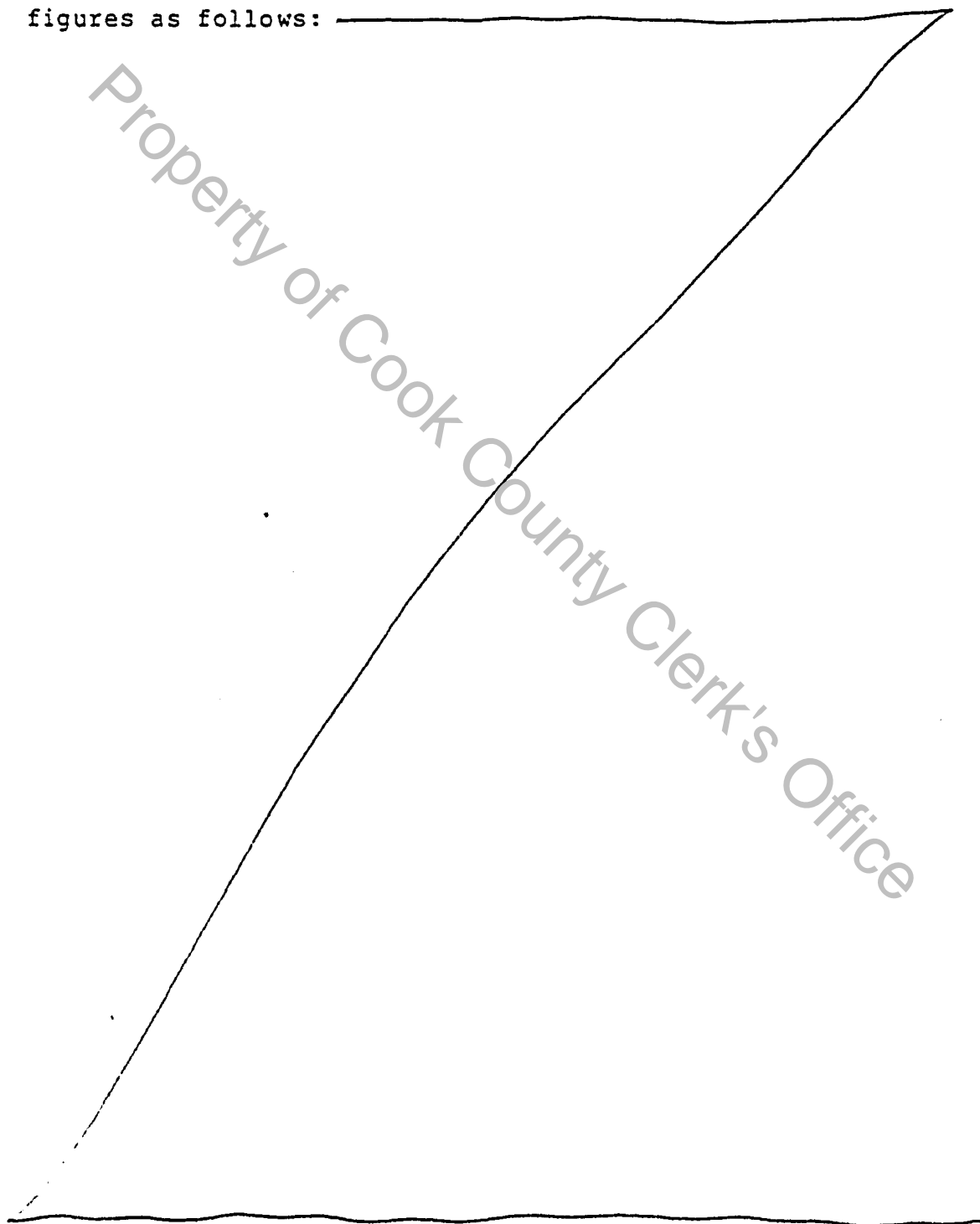
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been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in the words and figures as follows: _____



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MARITAL SETTLEMENT AGREEMENT

THIS MARITAL AGREEMENT (hereinafter referred to and as "Agreement") is made and entered into this 26th day of FEBRUARY, 1987 by and between KRISTINE PALM LEVIN (hereinafter referred to as the "Wife") and CARL C. LEVIN (hereinafter referred to as the "Husband").

WHEREAS, the parties are now Husband and Wife, having been married on August 19, 1978 in Northfield, Minnesota, where said marriage is registered; and

WHEREAS, the Husband has alleged that the wife has been guilty of mental cruelty towards Husband; and

WHEREAS, the Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, known as Case No. 86 D 18455 and entitled "In Re the Marriage of CARL C. LEVIN, Petitioner and KRISTINE MARIE LEVIN, Respondent, and this cause is pending and undetermined; and

WHEREAS, the parties hereby consider it to be in their best interests to settle between themselves the matter of custody and support, and now and forever their respective rights of property, dower, homestead, maintenance, and any and all other rights of property or otherwise growing out of the marriage relationship existing between them and which

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either of them now has, or may hereafter have, or claim to have, in and to any property of any kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them, if any;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration hereto expressed, sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CHILD CUSTODY

1. Custody of the minor child of the parties, namely, BRYAN LEVIN, shall be joint legal custody, with physical custody in the Wife, and with Husband to have reasonable and liberal visitation to include the visitation set forth below.

2. Wife shall have the right to go to Northfield, Minnesota with the minor child of the parties, BRYAN. However, the parties expressly covenant and agree that the courts of Illinois shall retain sole and exclusive jurisdiction during the minority of the child to determine all issues related to the child, including but not limited to, custody, visitation, education and support.

3. The parties further covenant and agree that the Husband shall be kept informed and advised of any and all matters relating to the minor child, and that no action shall be taken with regard to matters of the child's education,

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religious upbringing, health and general welfare, without an agreement thereto. In the absence of an agreement, the courts of Illinois shall determine the resolution of these issues.

4. Both parties shall cooperate and shall foster respect for the other parent and shall keep each other informed of their current addresses and telephone numbers whether listed or unlisted in order to facilitate communication regarding the whereabouts and condition of the minor child and use all reasonable efforts to maintain free access between each parent and the child and to create a feeling of affection between themselves and their child.

5. Both Husband and Wife shall use their best efforts to foster the love, respect and affection of the child toward each parent and shall cooperate fully in implementing a relationship with the child that will give the child a maximum feeling of security, and each parent shall accommodate social and school commitments of the child.

6. Husband and Wife agree that they shall set aside any issues and feelings of mutual antipathy and marital discord toward each other for the sake of cooperating equally in the rearing of the child, even though the child's primary home will be with the physical custodian, Wife.

7. Wife shall notify Husband of any activity such as school conferences, programs, etc., and his presence at such functions shall be encouraged and welcomed by the Wife.

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Likewise, upon arranging to have the child for periods during his time off from work, Husband agrees to notify Wife of any similar activities.

8. The parties hereto acknowledge that good faith and good will are essential constituents of this Agreement, and these concepts must include availability of some latitude toward an understanding of each other, when, for some reasons, the other may not be able to comply with some specific activity at a prearranged or expected time. Such good will implies a mutual acceptance of such issues as the child's doctor (in case of illness when the child is with one parent rather than the other), his extracurricular activities, programs, and the like.

ARTICLE II

VISITATION

1. Husband shall have the right of reasonable visitation with the minor child to include every weekend, with visitation alternately at his residence in Illinois and alternately at the Wife's residence in Minnesota, or upon reasonable times with reasonable notice to the Wife. Wife shall incur the cost of transportation, if any, for the child to Chicago every other week for visitation. Husband shall have an extended visitation period of at least one month vacation in the summer, and shall also enjoy Christmas and Spring vacations with BRYAN in alternate years. If either

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Wife or Husband are away from the child for a period of one (1) week (before he commences the first grade), the other spouse shall be notified and given the opportunity to care for BRYAN during that period.

ARTICLE III

CHILD SUPPORT

1. Husband shall pay Three Hundred Eight (\$380.00) Dollars of his net income every month as child support to the Clerk of the Rice County Court in Minnesota or directly to the Wife, at his option. Said award is based upon Husband's present net monthly income of Nineteen Hundred Thirty-Six (\$1,936.00) Dollars.

2. Commencing with and including the the calendar year 1986, Husband shall be allowed to claim BRYAN as a dependent on his tax returns.

ARTICLE IV

EDUCATION AND RELIGIOUS TRAINING

1. The parties covenant and agree that they shall agree on each educational institution in which the child is to be enrolled. In the event the parties cannot agree, they shall submit the matter to the courts in Illinois which shall determine same. However, in each case, education shall take place at a non-sectarian institution.

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2. The Wife shall notify each school that the Husband is to receive copies of all report cards, schedules of events or any other notifications that she receives from the school concerning the child.

3. The parties agree that the child shall receive a college education and to contribute to the college education of the child as follows: the Husband shall pay fifty (50%) percent of the cost of college tuition and living expenses and the Wife shall pay fifty (50%) percent of said tuition and expenses. The choice of college will be by agreement of the parties, giving due weight and consideration to the wishes of the child.

4. The parties covenant and agree that the moral/religious training of the minor child shall be non-denominational and primarily conducted in accordance with the parents' prior understanding that neither Jewish nor Christian ideologies would be stressed as absolutes. BRYAN is not to attend neither "Sunday" or "Hebrew" school without the express written permission and written consent of both parents. The moral training and education of the minor child shall be conducted in the home and in consultation with both parents. The minor child is not to be subjected to either Confirmation or Bar Mitzvah instruction without the express written permission and written consent of both parents, prior to the child's attainment of majority, and in no event shall the child be enrolled or attend St. John's Lutheran Church in Northfield, Minnesota.

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ARTICLE V

MEDICAL, DENTAL AND RELATED EXPENSES OF THE MINOR CHILD

1. The Wife shall be responsible for any and all ordinary medical and dental expenses for the minor child. The Husband further covenants and agrees that he will pay and defray any and all extraordinary medical, dental, hospital, nursing and medical costs and expenses incurred on behalf of the child of the parties hereto until attainment by the child concerned of the age of majority, or, if the child attends college, until the completion of his college education, whichever shall occur last in point of time. The Wife hereby covenants and agrees that she will give the Husband advance notice in the event of the necessity of incurring charges of this nature except in the case of emergency, and that the Husband, except in cases of emergency, and at his own expense, may always obtain a second opinion as to the medical or dental needs of the child in question. The term "extraordinary" as used in this paragraph shall include, not by way of limitation, but by way of illustration, psychiatric treatment, orthodontia, major dental work, such as braces, operations and services illness, requiring hospitalization or extended medical care; shall not include routine checkups, minor ailments, drugs, supplies (except if required in the treatment of serious illness), dental prophylaxis, and the like.

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2. Wife shall advise Husband of any serious illness or injury suffered by the child as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the child to give Husband all information regarding any illness or injury if Husband requests same.

3. Husband shall advise Wife of any illness or injury suffered by either of the child during his visitation periods as soon as possible after learning of same. Husband shall direct all doctors involved in the care and treatment of the child to give Wife all information regarding illness or injury if Wife requests same.

4. The Husband shall maintain major medical insurance coverage on which the child is a beneficiary, and supply Wife with evidence thereto for her use.

ARTICLE VI

LIFE INSURANCE COVERAGE FOR THE MINOR CHILD

1. The Husband shall keep in effect a life insurance policy for the benefit of the minor child as the sole insured for a minimum death benefit amount of One Hundred Thousand (\$100,000.00) Dollars with the child as the irrevocable beneficiary until he reaches the legal majority (or 18 years of age), or if the child goes to college within one (1) year

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from his reaching his majority and is enrolled in an undergraduate program leading to a degree in not more than four (4) years, then until said child graduates from college.

2. In connection with said policy, the Husband shall do the following:

- a. Deposit duplicate policies with the Wife;
- b. Send duplicate premium notices and receipts to the Wife;
- c. Pay off any outstanding liens on said policy;
- d. Do not borrow against said policy in the future; and
- e. Do all acts to keep said policy in full force and effect.

ARTICLE VII

MAINTENANCE

1. Husband and Wife waive and relinquish any right to receive, either now or in the future, maintenance under the laws of Illinois or any other jurisdiction.

ARTICLE VIII

SETTLEMENT OF PROPERTY

1. Marital Home

- a. The parties are presently the joint owners of the real estate commonly known and located at 2523 Ashland, Evanston, Cook County, Illinois, which is

the marital home. The parties acknowledge that the marital home was acquired with a non-marital down payment by the Husband and solely through the earnings, income and contributions of the Husband, and therefore, the parties covenant and agree that the Husband shall retain title to the marital residence in fee simple and the Wife shall transfer, convey, set over and quitclaim to the Husband any and all right, title and interest which she may have in and to this marital residence upon the effective date of this Agreement.

- b. Upon the Wife transferring, conveying, quitclaiming and setting over to Husband all of her right, title and interest in and to the marital residence, Husband shall be solely responsible for any and all mortgage, taxes and insurance payments, utilities, improvements or other expenses in connection with the marital residence, and shall indemnify Wife for any claims in connection therewith.

2. Personal Property

- a. All of the personal property now in the parties' possession, or titled in the name of the Husband or Wife shall be considered marital property. It shall be divided equally according to Schedule "A" attached hereto. However, each party shall keep all monetary, bank and investment accounts in his or her name.

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b. Further, the 1982 Honda Civic automobile shall be the sole, separate and exclusive property of the Husband, and the Wife shall transfer any and all right, title and interest which she may have in and to this automobile to Husband on the effective date of this Agreement. Further, the Wife shall sign any and all documents, including but not limited to title documents, necessary to effect the above transfer from joint ownership to ownership by the Husband.

3. Debts and Obligations

a. All debts incurred by the parties until August 1, 1986 shall be the sole responsibility of the Husband, who shall indemnify and hold the Wife harmless for all debts incurred during the marriage until August 1, 1986. Each party shall be solely liable and hold the other harmless for outstanding debts and obligations incurred by them individually subsequent to August 1, 1986. The ~~Sixteen~~^{Seventeen} Hundred Sixty-Seven (\$1,767.00) Dollar VISA bill incurred prior to August 1, 1986 shall be paid by the Wife and the Husband shall reimburse her for this ~~Sixteen~~^{Seventeen} Hundred Sixty-Seven (\$1,767.00) Dollars within one (1) year together with interest of One Hundred Fifty-Nine (\$159.00) Dollars.

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4. Pension and Profit-Sharing Plan

a. Husband and Wife covenant and agree that each shall waive and hereby waives any and all right, title and interest in and to the others pension and/or profit-sharing plan at his or her place of employment or held individually, and that both Husband and Wife are fully informed and knowledgeable with regard to the others pension and/or profit-sharing plan, if any.

5. Attorneys' Fees

a. Husband and Wife further covenant and agree that each hereby agrees to pay and defray their own respective attorneys' fees in connection with this matter.

6. Non-Taxable Transfer of Marital Property

a. The above allocations of property contained in this Article are deemed to be a division of marital property, and therefore, not a taxable event.

ARTICLE IX

EXECUTION CLAUSE

Each of the parties hereto agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at anytime and from time to time, to execute and deliver any and all instruments and

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documents which may be necessary or proper to carry out the purposes of this Agreement and to establish the sole and separate ownership of the various properties of said parties in the manner provided herein. If either party for any reason shall fail or refuse to execute such documents, then this Agreement shall, and it is expressly declared to constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed to the full extent provided by law, and a full, present, and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

ARTICLE X

GENERAL PROVISIONS

Except as otherwise provided herein, each of the parties hereto does forever relinquish, release, waive and quit claim to the other party all rights of dower, homestead and all property rights and claims which he or she has or may hereafter have or acquire as husband, wife, widower, widow or otherwise, or by reason of the marital relationship existing between the parties hereto or by virtue of any present or future laws of any state of the United States of America or any other country, in and to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party. Further, each of the

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parties hereto further covenants and agrees for himself or herself, his or her heirs, executors, administrators and assigns, that he or she will never at anytime hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purposes of enforcing any or all of the rights of alimony, support, maintenance (whether past, present, or future), inheritance, or succession not provided for herein.

Except as herein otherwise provided, each of the parties hereto waives and relinquishes all rights to act as administrator or administrator with the will annexed of the estate of the other; 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 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 the deceased party, or if he or she dies intestate, shall descend to the heirs of 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 other than as herein provided; 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 to this Agreement.

In the event either party hereto at anytime hereafter obtains a dissolution of marriage in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any said judgment or decree for dissolution of marriage, either directly or by reference, but in no event shall this Agreement be of any validity unless a judgment or decree for dissolution of marriage is entered in the pending case brought by the Petitioner and referred to hereinabove. The court of entry of said judgment of dissolution of marriage shall retain the right to enforce the provisions and terms of this Agreement.

This Agreement shall be governed by the laws of the State of Illinois, shall become effective upon delivery, and all of its provisions shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of each of the parties hereto.

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



CARL C. LEVIN



KRISTINE MARIE LEVIN

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

- A. The parties be and are hereby awarded a dissolution of marriage and the bonds of marriage heretofore existing between the Petitioner, CARL C. LEVIN and the Respondent, KRISTINE PALM LEVIN, be, and the same are hereby dissolved.
- B. The Marital Settlement Agreement between the Petitioner and the Respondent dated FEBRUARY 26, 1987 and hereinaabove set forth in full, is made a part of this Judgment of Dissolution of Marriage; and all the provisions of said Agreement 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 were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of this Agreement.
- C. That the terms and conditions of the Marital Settlement Agreement contained herein are deemed nonmodifiable.
- D. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage including

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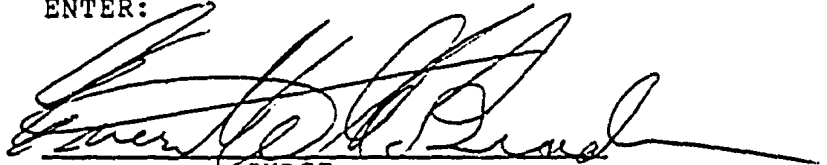
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all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated FEBRUARY 26, 1987 as hereinabove set forth.

E. Respondent is granted the right to resume the use of her maiden name of "PALM."

ENTER:


JUDGE

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THIS ORDER IS THE COMMAND OF THE CIRCUIT
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
DATE

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COOK COUNTY RECORDER

Susan L Satter
Attorney at Law
123 W Madison, Suite 1500
Chicago IL 60602

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 1/23/89

Aurèle P. [Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW