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STATE OF ILLINOIS) Attorney No. 24865
) SS
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF	
RENEE S. McMAHON,	
Petitioner,	
and	No. 90 D3 00044
MICHAEL J. McMAHON,	
Respondent.	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE, coming on for hearing on the Petitioner's Petition for Dissolution of Marriage, the Petitioner appearing in her own proper person and by NORMAN I. KURTZ, LTD. as her attorney, and the Respondent appearing in his own proper person Pro Se and the Court having heard the testimony in open Court, the Respondent having offered no defense to the allegations charged herein, the parties acknowledging that they have come to an agreement, and the Court having been duly informed and advised in the premises, THE COURT FINDS AS FOLLOWS:

1. That the Court has jurisdiction over the subject matter and the parties hereto.

2. That the Petitioner is presently residing in Palatine, Cook County, Illinois, and at the time of filing of said Petition was domiciled in the State of Illinois and said domicile has been maintained for a period in excess of ninety (90) days prior to the findings herein.

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Certified copy received 3/2/90

Renee S. McMahon
Michael J. McMahon

3. That the Respondent is presently residing in Palatine, Cook County, Illinois, and at the time of filing of said Petition was domiciled in the State of Illinois and said domicile has been maintained for a period in excess of ninety (90) days prior to the findings herein.

4. That the parties hereto were lawfully joined in marriage on February 14, 1985, in Las Vegas, Nevada and lived and cohabitated together as husband and wife until in or about June, 1989.

5. Irreconcilable differences have caused the irretrievable breakdown of the marriage requiring the parties to live separate and apart; all efforts of reconciliation have failed and future attempts at reconciliation would be impractical and not in the best interests of the parties.

6. One (1) child was born to the parties as a result of the marriage, namely: AUBREY L. McMAHON, age 2. One (1) child, namely: TARA R. McMAHON, age 6, was born to Petitioner from a previous marriage and adopted by Respondent. No other children were born to or adopted by the parties and the Petitioner is not now pregnant.

7. That the parties have attempted to dispose of and settle between themselves all questions of maintenance, child support, custody, property rights and attorney's fees by entry into a written agreement which agreement was presented to the Court, which the parties feel is fair and equitable and of right and justice ought to be enforced as between them and which in words and figures as follows:

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AGREEMENT AND SETTLEMENT

THIS AGREEMENT made this 22 day of February, 1990, by and between RENEE S. McMAHON, hereinafter referred to as "wife", and MICHAEL J. McMAHON, hereinafter referred to as "husband", is agreed to as follows:

WITNESSETH:

WHEREAS:

A. The parties were lawfully married in Las Vegas, Nevada, on February 14, 1985.

B. One (1) child was born to the parties as a result of the marriage, namely: AUBREY L. McMAHON, age 2. One (1) child, namely: TARA R. McMAHON, age 6, was born to Petitioner from a previous marriage and adopted by Respondent. No other children were born to or adopted by the parties and the Petitioner is not now pregnant.

C. Irreconcilable difficulties and differences have arisen between the parties as a result of which they have separated.

D. The wife has filed against the husband an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket No. 90 D 3 74. This cause remains pending and undetermined.

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E. The parties hereto consider it in their best interests to settle between themselves the questions of maintenance and allowances for the wife and husband, the matters of custody, support, maintenance, medical and related needs and the education of their children, and to fully settle now and forever their respective rights of property, estate rights, dower rights, homestead rights, rights to support and maintenance, and any and all other rights to property or otherwise growing out of the marital relationship existing between them and which either of them now has or may hereafter have or claim to have against the other or in or to any property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them.

F. The wife has employed and had the benefit of counsel of NORMAN I. KURTZ, LTD. as her attorney. The husband has persisted in representing himself pro se and has affirmatively waived his right to counsel. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Both parties have carefully read this agreement, fully understand its terms and willingly sign it.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration the receipt and sufficiency of

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which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

I. RIGHT OF ACTION:

A. This agreement is not one to obtain or stimulate a dissolution of their marriage.

B. The wife 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 the husband. The husband reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring or defend any action which has been or may be commenced by the wife.

II. CUSTODY AND VISITATION

A. The parties agree and have decided, based upon the best interests of the minor children TARA R. McMAHON and AUBREY L. McMAHON, that the sole care, custody, control and education of said minor children shall be with wife.

B. Husband shall have liberal and reasonable visitation with the children including but not limited to:

1. Alternate weekends from 5:00 p.m. Friday until 9:00 p.m. on Sunday;

2. Alternate legal holidays.

C. Husband has consented to wife's request to relocate to the State of Florida with the minor children. If wife does relocate to the State of Florida with the minor

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children, husband shall have liberal and reasonable visitation with the children including but not limited to:

1. At least six weeks during the summer; and

2. At least two holidays during the calendar year.

D. The parties have considered seriously the aforesaid custody and visitation provisions and have determined that they are in the best interests of the children.

III. CHILD SUPPORT:

A. Husband hereby agrees to pay wife on the 1st day of each and every month beginning on the 1st day of the 1st month following the entry of a judgment of dissolution of marriage the sum of $575.00 per month, as and for the support of the minor children.

B. Payments of child support shall be paid directly to the wife and not through the office of the Clerk of the Circuit Court of Cook County, Illinois, pursuant to an Order of Withholding.

C. Child Care Expenses. Husband agrees to be responsible and pay 50% of the children's child care costs until enrolled in school full-time and so long as the children reside in the State of Illinois. Husband shall pay these sums directly to wife.

IV. MEDICAL EXPENSES:

A. Wife shall pay for any ordinary medical, optical and dental care of the minor children not covered by husband's health insurance.

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B. Husband and wife shall divide equally (50/50) the extraordinary medical, optical and dental care expenses for the minor children not covered by husband's medical insurance. The term "extraordinary" as used in this Article shall include, but not by way of limitation, all psychiatric and psychological counselling care and service, all teeth straightening, major dental work, surgical operations and services rendered as a result of serious accidents or illnesses requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, drug supplies, and the like except if required in the treatment of serious accidents, illnesses or hospitalization.

C. Husband shall continue to maintain in full force and effect a health insurance policy covering the possible major medical needs of the minor children. Upon the signing of this agreement, husband shall obtain and deposit with wife a copy of that policy, any brochures for same and any subsequent amendments affecting the extent of coverage thereunder.

D. Husband's obligation with respect to the aforesaid expenses and insurance shall continue s long as he is obligated to pay child support.

V. <u>LIFE INSURANCE</u>:

A. Husband shall maintain his current life insurance insuring his life naming the minor children the parties as the irrevocable beneficiary thereon with the proceeds payable to the wife as trustee. Husband shall furnish wife with proof of

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payment of all premiums due thereon and supply wife with a copy of the actual insurance policy.

B. Upon the date of this Agreement and from time hereafter as may be required or indicated herein husband shall:

1. Deposit the policy with wife;

2. Cause the premium to be paid when it becomes due;

3. Change the designated beneficiary to the minor children with wife as Trustee;

4. Pay off and retire in full any outstanding loans on the policies and not borrow against the policies in the future;

5. Do any and all other acts and execute any and all other documents necessary to keep the policy in full force and effect and to accomplish all other matters set forth herein.

C. The obligations to maintain the aforesaid life insurance coverage as to each child pursuant to the terms of this Article shall continue so long as husband is obligated to maintain the support and education of that child pursuant to this Agreement.

VI. COLLEGE EDUCATION OF THE MINOR CHILDREN:

A. The parties shall pay or contribute commensurate with their respective ability to so do towards the trade school, vocational school or college education expenses of the children of the parties. "Education expenses" means and includes, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, fraternity dues, assessments and charges, and round trip transportation expenses between the

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school and the home of the children, those round trips not to exceed four (4) in any calendar year. The obligation of both husband and wife is conditioned upon the following:

1. The children having the desire and aptitude for a post-high school education;

2. The trade school, vocational school or accredited college or university is limited to four (4) consecutive years after graduation from high school, except the time shall be extended in the case of serious accident, illness or military service.

3. The parties financial ability to pay such education expenses.

4. The children carrying the required number of courses or units so that they are considered by the school attended to be full time students and they maintain a passing grade average as prescribed by the school.

B. The decisions effecting each child's post-high school education including the choice of trade, vocation, college or university or school shall be made jointly by the parties with the children and shall consider the children's preference but neither husband nor wife shall unreasonably withold his or her consent.

VII. PROPERTY SETTLEMENT.

A. Personal Property: The parties shall divide their personal property and effects pursuant to agreement and in accordance with Schedule A attached hereto, and that property which is in the possession of that respective party upon the effective date of this agreement shall be his or hers, free and

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clear of any liens, encumbrances or claims of the other unless specifically provided herein.

B. Bank Accounts: Each party shall retain as his or her sole and exclusive property any bank accounts, savings, checking, and individual retirement accounts which he or she may have in his or her sole name or with another not his or her spouse.

C. Automobiles: Wife shall receive as and for her own personal property, free and clear of any claim or interest of husband the Nissan Sentra automobile. Wife shall be responsible for and indemnify and hold husband harmless on any indebtedness owing thereon. Husband shall receive as and for his own personal property, free and clear of any claim or interest of wife the Ford Aerostar automobile. Husband shall be responsible for and indemnify and hold wife harmless on any indebtedness owing thereon.

D. Real Estate:

1. The parties are the owners as joint tenants of real estate commonly known as 172 East Cunningham, Palatine, Illinois, which real estate was used as the marital residence, and which is legally described in Schedule B attached hereto.

2. Wife shall quit claim to husband upon entry of a Judgment for Dissolution of Marriage all right, title and interest she may have in and to the marital residence, the address of which is commonly described as 172 East Cunningham, Palatine, Illinois, and the legal description of which is

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described in Schedule B attached hereto. The conveyance of wife's interest shall be upon the following terms and conditions:

a. Husband shall pay to husband's parents upon the entry of a judgment for dissolution of marriage the sum of $20,000.00. Husband shall be responsible for and obtain a release from husband's parents in the form as set forth in Exhibit C attached hereto;

b. Husband shall pay to wife's parents upon the entry of a judgment for dissolution of marriage the sum of $12,500.00. Husband shall be responsible for and obtain a release from wife's parents in the form as set forth in Exhibit C attached hereto; and

c. Husband shall pay to wife upon the entry of a judgment for dissolution of marriage the sum of $29,350.00.

d. Husband shall and does hereby agree to be solely responsible for and to indemnify and hold wife harmless with respect to any indebtedness owing with respect to the property located at 172 East Cunningham, Palatine, Illinois, including but not limited to the mortgage and note related thereto, taxes, insurance, maintenance and repairs.

E. Retirement Plan: Each party waives any claim, right, title and interest he or she may have in and to the other's retirement plans. Wife acknowledges that husband participates in a pension plan and profit sharing plan through his employer, Allstate Insurance Company.

VIII. ATTORNEY'S FEES:

Each party agrees to pay his or her own attorney's fees and costs in this matter.

IX. DEBTS AND OBLIGATIONS:

Each of the parties agree to pay all outstanding bills and indebtednesses incurred by them respectively at any time subsequent to their separation in June, 1989 and each party will

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indemnify and hold the other harmless with respect to the obligations for which each is respectively responsible under the provisions of this paragraph. Husband agrees be responsible for the debt owing to Visa and wife agrees to be responsible for the debt owing to Mastercard.

X. WAIVERS OF ALIMONY, SUPPORT AND MAINTENANCE:

A. Each party hereby waives his or her rights against the other party for maintenance, either temporary or permanent, and all other claims or demands, it being understood this Agreement upon entry of a Judgment for Dissolution of Marriage in the pending cause of action shall be in full settlement and discharge of all said claims.

B. These mutual waivers are based upon the recognition that both parties are able to support and maintain themselves.

C. Husband agrees to cooperate with wife should wife decide to exercise her right to remain insured under husband's employer's medical insurance policy pursuant to State law.

XI. GENERAL PROVISIONS:

A. Execution of Documents: Each of the parties shall execute and deliver to the other party any and all documents and instruments which shall be reasonably necessary to carry out the terms of this Agreement.

B. Mutual Release: Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of dower, homestead, and all

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other property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, or widow or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

C. Enforcement of Terms of this Agreement: In the event the husband or the wife at any time hereafter obtains a Judgment for Dissolution of Marriage in the cause presently pending between them this Agreement and all of its provisions shall be incorporated into such Judgment for Dissolution of Marriage, either directly or by reference, and shall be effective on the date on the entry of such Dissolution of Marriage but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending cause brought by the wife and referred to hereinabove. The Court, on the entry of a Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and

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terms of this Agreement. This Agreement shall be governed by, constructed and interpreted in accordance with the statutes and laws of the State of Illinois.

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

SUBSCRIBED AND SWORN TO before me this 22 day of February, 1990.

Patricia L. Komora
NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA L. KOMORA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB.10,1992

Renee S. McMahon
RENEE S. McMAHON

SUBSCRIBED AND SWORN TO before me this 22 day of February 1990.

Patricia L. Komora
NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA L. KOMORA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB.10,1992

Michael J. McMahon
MICHAEL J. McMAHON

EXHIBIT A

MIKE

WATER BED
LAZY-BOY CHAIR
FISH TANK
NEW COUCH
27" TV & ENTERTAINMENT CNTR
WHITE DISHES & MUGS
COMPUTER & TABLE & CHAIR
LAWN EQUIPMENT
OLD END TABLE
ATOM LAMP
TOWELS
LINEN
AEROSTAR VAN
OAK FILE CABINET
OLD COCKTAIL TABLE
SMALL TABLE & CHAIRS (AT JEANS)
COFFEE MAKER
SOME GLASSES
DOG (ECHO) & CAGE
MY STEREO & SPEAKERS

Michael A. McMahon
6-8-89

RENEE

MONEY FOR BED & LAWN EQUIPMENT
OLD COUCH
TABLE & CHAIRS
EXERCISE BIKE
CHINA CABINET
BUFFET
BED ROOM FURNITURE
TOWELS
END TABLES (NEW)
ROCKING CHAIR
MY STEREO & SPEAKERS
LAMPS IN BEDROOM
SENTRA
DOG (TIGGER)
CHILDRENS BEDROOM FURN.
MICROWAVE
TOASTER OVEN
CAN OPENER
13" TV & OLD VCR

Word Processor Equipment

WE AGREE TO DIVIDE UP OUR PERSONAL ITEM IN THIS WAY.

Renee S. McMahon
6-8-89

Attached hereto and made part hereof

EXHIBIT B

Property Address: 172 East Cunningham
Palatine, IL 60067

Permanent Index Number: 02-11-115-037-0000

Legal Description:

LOT 37 IN PEPPER TREE FARM UNIT NUMBER 3, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20883078, IN COOK COUNTY, ILLINOIS.

90106999

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____ residing in _____

County of _____ State of _____, for and in consideration of the sum of _____

Dollars ($_____)* in lawful money of the United States of America paid to _____

by Renee S. McMahon and Michael J. McMahon

at the date hereof, receipt of which is hereby acknowledged, and such other good and valuable considerations, including* None.

_____, ha_____ remised, released and forever discharged and, by these Presents, do_____, for themselves, their heirs, executors and administrators, remise, release and forever discharge the said Renee S. McMahon and Michael J. McMahon

_____, _____ heirs, executors and administrators of and from all manner of actions, cause, and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, from any and all obligations to repay any and all sums of money loaned by them to either Michael J. McMahon or Renee S. McMahon or both of them prior to the date of this release

which they now have against them or ever had, or which their heirs, executors or administrators, hereafter can, shall or may have, for, upon, or by reason of any matter, cause, or thing, whatsoever, on or at any time prior to the date of these Presents.

They further state that they have read and understand that this is a General Release and that they intend themselves to be legally bound by the same.

WITNESS _____ signature(s) and seal(s) this _____ day of _____, 19____

WITNESSES:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

*State the amount of consideration or describe any other legally sufficient consideration on which the release is based.

EXHIBIT C

STATE OF _____ } ss.
COUNTY OF _____

This is to certify that _____

personally known to me to be the same persons whose names are subscribed to the foregoing release appeared before me, the undersigned, a notary public, this ____ day of _____, 1990, and expressly acknowledged to me the execution of said foregoing release as their free and voluntary act, receipt of consideration as recited therein, and that they understood the foregoing release to be a General Release and intended to be legally bound by the same.

_____
Notary Public

My Commission expires on

_____

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RELEASE
GENERAL

ured the _____ A.D. 19 _____

GEORGE E. COLE®
LEGAL FORMS

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

Attorney No. 24865

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

IN RE THE MARRIAGE OF	)	
	)	
RENEE S. McMAHON,	)	
	)	
Petitioner,	)	
	)	
and	)	No.
	)	
MICHAEL J. McMAHON	)	
	)	
Respondent.	)	

AFFIDAVIT OF RENEE S. McMAHON

NOW COMES RENEE S. McMAHON, upon her oath, and states as follows:

1. That she is the Petitioner in the above captioned matter.

2. That she entered into the Property Settlement agreement attached hereto freely and voluntarily and after fully discussing it with her attorney, NORMAN L. KURTZ.

3. That during the course of negotiations with her husband she has disclosed all of her property and assets, all of which has been disposed in said Property Settlement Agreement and has disclosed all sources of earnings and income.

4. That she makes this Affidavit with the understanding that her husband shall act in reliance thereon, and in reliance upon her representations contained herein she has made full disclosure of all her assets and property to him.

Further affiant sayeth naught.

Renee S. McMahon
RENEE S. McMAHON

SUBSCRIBED AND SWORN TO
before me this 23 day
of February, 1990.

Patricia L. Kotera
NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA L. KOTERA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB.10.1992

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

Attorney No. 24865

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

IN RE THE MARRIAGE OF	)	
	)	
RENEE S. McMAHON,	)	
	)	
Petitioner,	)	
	)	
and	)	No.
	)	
MICHAEL J. McMAHON	)	
	)	
Respondent.	)	

AFFIDAVIT OF MICHAEL J. McMAHON

NOW COMES MICHAEL J. McMAHON, upon his oath, and states as follows:

1. That he is the Respondent in the above captioned matter.

2. That he entered into the Property Settlement agreement attached hereto freely and voluntarily and after reviewing its contents.

3. That during the course of negotiations with his wife he has disclosed all of his property and assets, all of which has been disposed in said Property Settlement Agreement and has disclosed all sources of earnings and income.

4. That he makes this Affidavit with the understanding that his wife shall act in reliance thereon, and in reliance upon his representations contained herein he has made full disclosure of all his assets and property to her.

Further affiant sayeth naught.

Michael J. McMahon
MICHAEL J. McMAHON

SUBSCRIBED AND SWORN TO
before me this 22 day
of February, 1990.

Patricia L. Komora
NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA L. KOMORA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB.10.1992

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WHEREFORE, on Motion of Petitioner's attorney, IT IS HEREBY ORDERED ADJUDGED AND DECREED as follows:

A. That the parties be awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the parties are dissolved and terminated.

B. That the written settlement agreement dated _____, 1990, entered into between the parties as hereinabove set forth in full, is hereby made a part of this Judgment for Dissolution of Marriage, and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as Orders of this Court, and to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as judgment of the Court; each of the parties hereto shall perform under the terms of said agreement.

C. Each of the parties hereto will promptly, upon demand of the other party, execute and deliver to such other party and any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

D. Any right, claims, demand, or interest of the parties in and to maintenance for themself, whether past, present, or future, and in and to the property of the other, whether past, present, or future and in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited by homestead, succession and inheritance, arising out of the marital

relationship of the other relations existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

E. The Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage including all terms of the separation agreement hereinabove set forth.

DATED: _____

ENTER:

ENTERED
MAR 2 1990
C. PORCELLINO 204

JUDGE

APPROVED:

Renee S. McMahon
PETITIONER

Michael J. McMahon
RESPONDENT

ATTORNEY FOR PETITIONER

DEPT-01 RECORDING $33.50
T#9999 TRAN 1569 03/09/90 09:48:00
#3068 # G *-90-106999
COOK COUNTY RECORDER

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Mail

NORMAN I. KURTZ, LTD. #24865
Attorney for Petitioner
121 South Emerson Street
Mt. Prospect, IL 60056
708/577-8310

MAR 02 1990 AURELIA PUCINSKI

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