

Attorney ~~91479~~ 91187

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

ENTERED

APR 15 1991

IN RE THE MARRIAGE OF)
)
EDWARD WAXLER,)
Plaintiff,)
)
and)
)
ROBIN WAXLER,)
Defendant.)

No. 89 D 4497

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing and having been resolved by agreement; the Plaintiff having appeared by STEVEN A. MINER and the Defendant having appeared by Jerome Levin; the Court having heard the evidence, a Certificate of Dissolution which is filed herein FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof;
2. The Plaintiff was a resident of the State of Illinois at the time the Petition of Dissolution of Marriage was commenced and has maintained a residence in the State of Illinois for ninety (90) days next preceding the making of these findings;
3. The parties were married on November 10, 1985, and said marriage was registered at Chicago, Cook County, Illinois;
4. As a result of the marriage, one child was born to the parties, namely Jennifer April born February 25, 1987; no children were adopted by the parties, and the Defendant is not now pregnant;
5. Irreconcilable differences have arisen through no fault of either party. All efforts at reconciliation have failed and any

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- future attempts would not be in the best interests of either party. The parties have lived separate and apart for a period in excess of two years.

6. The Plaintiff is employed as technical supervisor;

7. The Defendant is employed on a part time basis;

8. The Plaintiff has proven the material allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence and a Judgment of Dissolution of Marriage should be entered herein;

9. The parties hereto have entered into a Written Agreement concerning the questions of the maintenance of the Defendant, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, maintenance, the custody of the child and the support thereto and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto and should receive approval of this Court to be made a part of this Judgment and it is in words and figures as follows:

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MARITAL PROPERTY

SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 13 day of April, 1991, at Chicago, Illinois, by and between Robin Beth Waxler (hereinafter referred to as "Wife"), residing in Palatine, Illinois, and Edward Waxler (hereinafter referred to as "Husband"), residing in Palatine, Illinois.

WITNESSETH:

A. The parties were lawfully married at Chicago, Illinois on November 10, 1985.

B. Irreconcilable difficulties and differences have arisen between the parties which have caused the irretrievable breakdown of the marriage, as a result of which they now live separate and apart from each other. All efforts at reconciliation have failed and any future attempts would not be in the best interests of the parties.

C. One child was born to the parties as a result of their marriage. This child is Jennifer April who was born February 25, 1987. The child is presently residing with the Wife. No other children were born to or adopted by the parties as a result of the marriage and Wife is not now pregnant. Wife and Husband agree that each is a fit and proper person to have the custody of the minor child.

D. Husband has filed against Wife an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under docket number 89 D 4497. The case is entitled; In re the Marriage of Edward Waxler, Plaintiff, and Robin Waxler, Defendant, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves and forever the matter of maintenance for

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- Husband and Wife, the matters of custody, support, visitation, medical and related needs and the education of the child of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any and all rights of every kind, nature and description 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, whether real, personal or mixed now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. Wife has employed and had the benefit of counsel of Jerome Levin, as her attorney. Husband has employed and had the benefit of Steven Miner, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed the other of the wealth, property, estate and income of each. Each party also acknowledges that he or she is conversant with all wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

G. The above and foregoing Agreement and Stipulation of the parties is made upon the assumption that each of the parties hereby has made a full, complete and total disclosure to the other of the nature and extent of all the assets and obligations of the parties. As to any asset of the parties to which no such full disclosure has been made by either of the parties, then this agreement shall become null and void and the Court shall, upon such subsequent discovery of assets of either party, retain full jurisdiction to approximately divide such additional

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- assets appropriately. Specifically, this Agreement shall have no binding effect whatsoever upon any property or income not disclosed by either party to the other and described herein.

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

ARTICLE I

Right of Action

1. This agreement is not one to obtain or stimulate a dissolution of marriage.
2. 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 Husband. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which as been or may be commenced by Wife.

ARTICLE II

Custody of Child

1. Wife and Husband agree that the care, custody, control and education of the minor child shall be joint with the physical residence with the Wife. A joint parenting agreement is attached hereto and made a part hereof.

ARTICLE III

Unallocated Maintenance and Child Support

1. As and for support and maintenance of wife and as and for the support of the minor child, the husband shall pay to wife the sum of

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- \$225.00 per week for eighteen (18) months on an unallocated basis based on husband's current gross income of approximately \$800.00 per week, a net income of approximately \$593.68, and the present part time employment of wife, it being understood that the wife will be seeking additional employment.

2. All payments to be made by husband to wife pursuant to this article will be periodic payments in discharge of a legal obligation, which, because of the marital or family relationship, is imposed on or incurred by husband under a written instrument incident to a dissolution of marriage, all within the meaning and intent of Sections 71(a) and 215 of the Internal Revenue Code of 1954, as amended and as now in effect and of similar provisions of future laws, and that such payments will be includible in wife's gross income pursuant to Section 71(a) and will be deductible by husband from his gross income pursuant to Section 215 in determining their respective taxable income.

3. So long as wife is entitled to receive unallocated maintenance and child support payments from husband as set forth above, she alone shall have the right to claim the child for whom the husband is making such payments as her dependent for Federal and State income tax purposes.

4. In the event that the wife dies, remarries or cohabitates with a non-relative male on a resident, conjugal, continuing basis, the payments as and for maintenance shall cease and said payments shall continue as and for the support and maintenance of the minor child. Upon the occurrence of either event, the payments for the support and maintenance of the minor child shall be continued as and for support of the minor child, at which time the husband shall then be entitled to the right to claim the minor child as exemptions on his annual Federal and

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- State income tax returns.

ARTICLE IV Child Support

1. After the termination of maintenance for support of the minor child the husband shall pay to the wife as and for said child support the sum of \$118.00, per week, based on the husband's current net income of approximately \$593.68, per week or a sum of money equal to twenty percent (20%) of husband's net income, whichever is greater, (and the present employment of the wife, currently earning a gross annual income of \$4,000.00). It is understood that the wife will be seeking full time employment.

2. So long as the husband is responsible for payment of the above specified child support payments for the minor children, the husband alone shall have the right to claim the child for whom the husband is making such payments as his dependent for Federal and State income tax purposes provided husband is current in his child support obligation.

3. The husband shall continue to pay said child support payments as provided above until such time as the minor child becomes emancipated as specified in this Agreement.

ARTICLE V Maintenance Waivers

The husband and wife hereby stipulate that each is able to be self-supporting through appropriate employment and/or through property ownership, including marital property apportioned to him or her pursuant to this Agreement, to provide for his or her reasonable needs for maintenance and support other than as provided in this Agreement. Accordingly, each party hereby waives, remises, alimony and spousal support, whether past, present or future, and the parties hereby stipulate that this Agreement, when effective, shall terminate and bar each party's rights to receive maintenance, alimony or spousal support

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- from the other, whether past, present or future, except as otherwise provided. It is understood that all temporary orders for child support and maintenance previously entered shall remain in full force and effect until the effective date of this Agreement.

ARTICLE VI

Education of Children and Related Matters

1. Husband and wife shall pay for the trade school or college and professional school education expenses of the child. By "education expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., no sorority dues, assessments and charges, and no round trip transportation expenses between the trade school, or college and the home of the child (if the child is in attendance at an out-of-town trade school or college), those round trips shall be paid for by the child.

2. Husband and Wife's obligation is conditioned upon the following:

- a. The child has at that time the desire and aptitude or a trade school, college or professional school education;
- b. The trade school or college is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service, with the cost limited to the prevailing cost at the University of Illinois, Champaign Ill.
- c. Any post college educational that the child desires shall be the obligation of the child;
- d. The child carries the required number of courses or units so that he or she is considered by the school attended

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- to be a "full time" student and the child maintains a passing grade average as is prescribed by said school;
- e. Copies of all grade reports of the child are forwarded to both parents within ten (10) days after same are issued.
 - f. Husband and Wife have the financial ability to pay such trade school, college or professional school expenses, taking into consideration the financial resources of the child.
3. The decisions affecting the education of the child, including the choice of trade school or college, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.
4. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.

ARTICLE VII

Medical, Dental, Optical, and Related Expenses of the Child and Wife

1. Husband shall pay for the extra ordinary hospital, surgical, optical, orthodontic medical and dental care of the minor child. None of the extraordinary expense shall be in any way cosmetic. The term "extraordinary" shall include, but not by way of limitation, all teeth straightening, major dental work, psychological and psychiatric care, 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 and minor ailments or any cosmetic medical or dental services.

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2. It is expressly agreed upon between husband and wife that prior to any extraordinary expenditure of a non-emergency nature being incurred, wife shall notify husband of said proposed expense and husband shall have the option of providing substitute services at his cost.

3. If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction should do so upon proper notice and petition even after said expense is incurred.

4. Husband's obligation with respect to the minor child shall terminate when the child attains full emancipation as defined in this agreement, except in the event that the child attends college in which case termination shall occur when the child attains the age of 23 provided that EDWARD is able to receive insurance benefits through his employment at no additional cost to him except for the deductible or co insurance cost.

5. Husband, at his sole expense, shall obtain and maintain in full force and effect, while he has an obligation to pay allowances for the minor child, a major medical insurance policy covering possible major medical needs of the child. Husband shall obtain and deposit with wife a copy of that policy and any subsequent amendments effecting the extent of coverage thereunder. The husband's obligation to pay the extraordinary medical expenses of the minor child is limited to those expenses which are not covered by the medical hospital insurance provided by the husband.

6. The Wife shall be responsible for the payment of all ordinary medical expenses not covered by medical insurance. Husband shall cooperate with Wife in completing all claims for medical or dental treatment and in the event that Husband receives any reimbursement from his insurance carrier for a payment made by the wife, said funds shall be immediately paid to the wife. If possible, any medical insurance

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- reimbursements belonging to the wife shall be payable directly to the wife.

ARTICLE VIII

Health Insurance

1. It is understood that in the event of a Judgment of Dissolution of Marriage herein, the Wife's benefits under any existing medical policy carried by the Husband may continue and remain in full force and effect pursuant to the provision of the Spousal Health Insurance Rights Act ("SHIRA") (becoming effective December 1, 1985) to the extent permitted by law. The Husband will cooperate in any way possible to assist the Wife to qualify for continuation coverage on her own pursuant to SHIRA; to wit:

2. The Wife of the covered Husband must notify the Husband or insurance company within 30 days of the divorce of her desire to have continuation coverage. Within 15 days from receipt of the notice, the Husband's employer must notify the insurance company. The insurance company then has 30 days after receipt of the notice from the employer or Wife to send, by certified mail, a notice to the Wife that the policy may be continued. The notice must include:

- (a) An election form;
- (b) The premium amounts;
- (c) Instructions on completing and returning the election form.

3. The Wife must then exercise the election within 30 days after the notice is sent to her from the insurance company.

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4. If the insurance company fails to send the Wife the required notice, the coverage continues and the premium is waived until the notice is sent.

5. On April 8, 1986, Congress enacted a law contained in Title X of the Consolidated Omnibus Budget Reconciliation Act of 1986. The act amends the Internal Revenue Code to provide group health insurance to family members of employees at group rates, upon the happening of a "qualifying event". Among the qualifying events are "the divorce or legal separation of the covered employee from the employee's spouse". The employer is to give the divorced spouse the option of enrolling under a conversion health plan otherwise generally available under the plan. The husband will cooperate in any way possible to assist the Wife to qualify for continued coverage on her own, pursuant to this law. The coverage may not be conditioned upon, or discriminate upon, the basis or lack of evidence of insurability and the premium charged to the wife shall not exceed 102% of the applicable premium for the period of continuous coverage. The wife shall be provided further medical insurance at group rates.

6. Under all circumstances, the husband shall have no obligation to pay the premiums associated with health or medical insurance covering the wife. The wife shall be responsible for the payment of all such premiums.

ARTICLE VIII

Emancipation Event

With respect to the child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time husband's obligations for the child as detailed

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- in the agreement shall terminate:

1. The child's reaching majority (i.e. eighteen) or completing high school, whichever shall last occur;
2. The child's marriage;
3. The child's having a permanent residence away from the permanent residence of wife. A residence at camp is not be deemed a residence away from the residence of wife;
4. The child's death;
5. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;
6. The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods as set forth herein shall not be deemed an emancipation event.

ARTICLE IX

Marital Residence

1. Husband and wife are presently owners in joint tenancy of a marital residence commonly known as 209 Forest Knoll, Palatine, Cook County, Illinois. Upon the wife's refinancing of the real estate, husband shall execute all documents, quitclaim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign, convey and release all of his right, title and interest in the above residence to wife or her nominee.

2. Wife shall assume all responsibilities for mortgage payments, tax escrow payments, homeowner's insurance payments, and utility payments, in connection with the marital premises becoming due at any time prior to the entry of the Judgment of Dissolution of Marriage and

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- she shall save and hold husband free, harmless and indemnified thereon. Wife shall be responsible for any and all costs associated with any refinancing of the real estate that Wife attempts to obtain. Other than the first mortgage obligation, husband represents and warrants that the marital residence is free and clear of any liens or encumbrances and any taxes or assessments heretofore due thereon have been paid. Wife shall be responsible for the mortgage payments, tax and homeowner's insurance payments falling due after the effective date of this agreement and she shall save and hold husband harmless and indemnified thereon. Wife's assumption of the balance of the mortgage indebtedness shall enable her to claim the interest deductions thereon.

3. Within ninety (90) days from the entry of the Judgment for Dissolution of Marriage, the Wife shall have the option to refinance the mortgage and shall pay to the husband the sum of five thousand dollars (\$5,000.00) as and for his interest in said real estate. Said amount shall be reduced to Judgment and shall be non interest bearing for said ninety (90) day period. After the expiration of ninety (90) days, said amount shall earn interest at the statutory interest rate in the event that it is not paid. Wife agrees to pay the \$5,000.00 within ninety days after the entry of this Judgment under all circumstances.

ARTICLE X

Life Insurance

1. Husband has issued on his life certain policies of insurance. In accordance hereto, husband shall designate the minor child as irrevocable beneficiary only of said policies presently in existence until the child reaches the age of eighteen, graduates from high school which or until such time as the child graduates from college whichever occurs last but in no event beyond the age of 23.

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Husband shall designate a Trustee to administer the proceeds from the insurance policy. The policies presently in existence are listed on Schedule "A" attached hereto.

2. In connection with all the policies set forth herein upon the effective date of the Judgment of Dissolution of Marriage and from time to time thereafter as may be herein indicated or required, husband shall accomplish the following:

- (a) Deposit policies with wife;
- (b) Pay the premium when they become due;
- (c) Direct that duplicate premium notices and receipts be sent to wife;
- (d) If not already accomplished, he shall designate the minor child as irrevocable beneficiary and designate a trustee;
- (e) Pay off and retire in full any outstanding loans on the policies, not to borrow against those policies in the future, or to reduce their face value;
- (f) Renew all policies when required so as to keep them fully effective;
- (g) Do all acts and execute all documents needed to keep the policies in full force and effect and to accomplish all matters set forth above.

ARTICLE XI

Automobiles

1. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, husband shall assign to the wife all of his right, title, and interest to the 1989 Toyota Tercel automobile. This automobile shall be the sole property of

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- the wife.

2. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, wife shall assign to husband all of her right, title, and interest in and to the 1986 Pontiac 6000 automobile. This automobile shall be the sole property of the husband.

ARTICLE XII

Personal Property

All of the furniture, furnishings, works of arts and other personal property belonging to the parties, shall be divided between them by agreement and as per the attached Schedule. (In the event the parties are not able to agree as to the division of said personal property, they shall submit this issue to a court of competent jurisdiction by proper notice and petition.) Husband shall remove his personal property within a reasonable time hereafter and will be personally responsible for any damage to the marital residence as a result of said move.

ARTICLE XIII

Husband's Employment and Retirement Benefits

1. Wife hereby waives any right, title and interest to any interest she may have in the husband's profit-sharing program, pension fund, Keough pension fund and Individual Retirement Accounts.

2. Husband hereby waives any right, title and interest to any interest he may have in the wife's profit-sharing program, pension fund, Keough pension fund, her non marital stocks or bonds and her Individual Retirement Accounts.

ARTICLE XIV

Banking Accounts

Husband and wife shall retain as their sole respective property and

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- possession those funds currently on deposit at banking accounts held in their individual names. They shall each release and assign to the other or his or her nominee, their interest in any bank accounts held, possessed, or controlled by each other standing in their name or the name of any of the children of the parties. Husband and wife shall execute all necessary documents to effectively release and transfer to the other or his or nominee any claim or interest held by that party in said accounts.

ARTICLE XV

Debts and Obligations

1. Husband and wife shall each be solely responsible for their own debts as incurred subsequent to their date of separation.

ARTICLE XVI

Tax Clause

It is the intent of the parties that the transfer of marital property as set forth in these articles is an acknowledgement of their respective contribution to the accumulated marital estate. Said transfer represents a division of the common ownership of marital property all within the scope and intent of the Illinois Revised Statute, Chapter 40, Section 503, Subsection (e), and is not intended that this transfer be a taxable event. The parties further acknowledge and affirm that the transfer of marital property as set forth in this marital settlement agreement is made in reliance upon Section 422 of the Tax Reform Act, Section 1041 which provides for the non-recognition and tax free treatment for all inter-spousal transfers throughout marriage and at the time of the dissolution of marriage.

The parties agree to file a joint federal and state income tax

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- return for the years 1988, 1989 and 1990. Any refund shall be split on a 50/50 basis except that one half of each refund shall be placed in an interest bearing account with the Husband and wife jointly. Funds will be used for satisfaction of any tax liability arising from the Amended returns and any funds remaining shall be split 50/50 after three (3) years from the date of the filing of the Amended tax return. Husband shall be obligated to file all amended returns and the 1990 income tax return within the time required by the I.R.S.

ARTICLE XVII

Mutual and Permanent Injunction:

Freedom From Interference

1. Husband and wife agree that neither shall engage in any conduct to annoy, molest or interfere with the personal life or business activities of the other. This provision shall be a permanent and mutual injunctive order, mutual and binding upon the parties.

2. Husband and wife agree that neither shall transfer, dispose of, convey, encumber, alter or do any constituting waste or occasioning a decrease in the value of any marital property or asset prior to the transfer of the property or asset to the other.

ARTICLE XVIII

Counsel Fees

1. Each party shall pay their own attorney's fees and costs incurred during the pendency of this cause, except that the husband shall contribute the sum of \$2,500.00 to the wife's attorney, Jerome Levin as a contribution for her attorney's fees. Said amount shall be payable to Jerome Levin upon the receipt of the \$5,000.00 payment that the husband is to receive from the wife for his interest in the marital

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- residence plus any interest that may accrue at the statutory rate following 90 days from the date of the Judgment and the payment of the \$5,000.00 from the wife to the husband.

2. The parties further acknowledges:

(a) The time expended was necessary and appropriate;

(b) The total fee and the hourly rate charged are reasonable;

(c) The economics consequences of the settlement agreement allow Wife to pay her own attorneys fees and;

(d) Wife acknowledges the importance of the subject matter involved, the degree of responsibility exhibited and the skill of the attorneys employed, and having acknowledged that, Wife is satisfied with the services rendered herein. Wife shall pay her attorney Jerome S. Levin, the balance of his fees in the sum of \$2,500.00.

ARTICLE XIX

General Provisions

1. Execution of Documents. Each of the parties hereby agrees to make, execute acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to 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

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expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinafter designed 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorized and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interest in land trusts.

2. Mutual Releases. To the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants, and each of the parties does hereby forever relinquish, release waive and forever quitclaim and grant to the other, his or her heirs, personal representative and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow, or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereaf-

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- ter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees, or assigns, agents or servants for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment 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 express provisions of this Agreement.

3. Waiver of Estate Claim. Each of the parties 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 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

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of such deceased party, if he or she dies intestate, shall descend to the heirs 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 testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

4. Incorporate-Non-Merger. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before this Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated by reference in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment of Dissolution of Marriage. The parties further agree to protect the right of privacy of the other and hereby agree not to publish or disclose the terms hereof without the clear necessity therefor.

5. Construction of Agreement.

(a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

(b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

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(c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

(d) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.

(e) The provision of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.

(f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

(g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the husband and wife.

(h) 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 or unenforceable, the remainder hereof shall not be affected thereby and shall continued in full force and effect.

(i) This Agreement shall become effective in the event and upon the date a Judgment of Dissolution of Marriage is granted to the parties at any time hereafter. In the event the court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of

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- no effect whatsoever.

IN WITNESS WHEREOF, Edward Waxler, Plaintiff and Robin Waxler, Defendant have hereunto set their respective hands and seals the date and year first above written.

Edward Waxler
Edward Waxler

Robin Waxler
Robin Waxler

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11/11/11 10:00 AM

and other valuable consideration hand paid.

CONVEY and QUIT CLAIM to
Robin Waxler, divorced and not since remarried
209 Forest Knoll Drive
Palatine, Ill. 60074

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(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: Parcel 1:

Lot 47 of Planned Unit Development of Forest Knoll Town Homes in the south west $\frac{1}{4}$ of section 2, township 42 north, range 10 east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easements appurtenant to and for the benefit of parcel 1, as set forth in the Declaration of Easements dated August 11, 1978 and registered September 13, 1978 as Land Registration Number 3045766 and as amended by instrument registered November 29, 1978 as Land Registration Number 3062101, and as disclosed by plat of Planned Unit Development of Forest Knoll Townhomes, registered September 13, 1978 as Land Registration Number 3045755.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 02-02-201-054-0000

Address(es) of Real Estate: 209 Forest Knoll Drive, Palatine, Ill. 60074

DATED this 21st day of July 19 91

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Edward Waxler (SEAL) _____ (SEAL)
Edward Waxler, divorced and not since remarried

_____ (SEAL) _____ (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Edward Waxler, divorced and not since remarried

IMPRESS SEAL HERE

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21st day of July 19 91

Commission expires 11/7/ 19 92

Steven A. Miner
NOTARY PUBLIC

This instrument was prepared by Steven A. Miner 21740 N. Inglenook Barrington
(NAME AND ADDRESS)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

9144179

LEVIN & ROSEN, LTD.

ATTORNEYS AT LAW
4051 Old Orchard Road
Skokie, Illinois 60076

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Robin Waxler
209 Forest Knoll Drive

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Schedule A

Insurance Policy

The Prudential Group Insurance policy G-91207

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91D-18 035

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01/15/2010

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Schedule B

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LISTING OF INDIVIDUAL (NON-MARITAL) PROPERTY OF EDWARD A. WAXLER

4/9/91

TOASTER OVEN
TOASTER
KITCHEN TABLE
WOODEN FOLDING KITCHEN CHAIRS
ORANGE SWIVEL KITCHEN CHAIR
FULL SIZE BED (MATTRESS, BOX SPRING, AND FRAME)
BLACK METAL DESK
OAK COLOR BOOKCASE
BULLETIN BOARD
SILVER WARE
COOKING PANS
KITCHEN UTENSILES
HAMMOCK
BROWN TANK HUMIDIFIER
TV/STERIO CABINET
DOUBLE WIDE OTTOMAN
BLUE CERAMIC TABLE LAMP
FOLDING BIEGE CHAIR
TWO FRAMED LITHOGRAPHS
BLUE AND WHITE DISHES
MISCELLANEOUS TOOLS AND HARDWARE ITEMS
BOWLING PINS

DeKalb County Clerk's Office

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91043 036

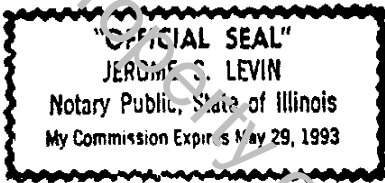
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- STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, appeared Robin Waxler personally known to be to be the same person who executed and delivered said 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 13 day of April 1991.



Jerome S. Levin
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, appeared Edward Waxler personally known to be 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 herein set forth.

GIVEN under my hand and notarial seal this 15 day of April, 1991.

Steven A. Munier
NOTARY PUBLIC

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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AS FOLLOWS:

A. The bonds of matrimony now existing between the Plaintiff, Edward Waxler, and the Defendant, Robin Waxler, be and the same are hereby dissolved pursuant to statute. That said dissolution is granted to both Plaintiff and Defendant.

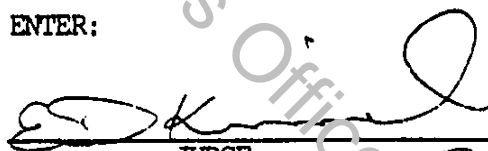
B. The written Agreement between the Plaintiff and Defendant as herein above set forth in full, is made a party of this Judgment of Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Order of this Court to the same extent and with the same force and effect as if said provision were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

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


D. Any right, claim, demand, or interest of the parties in and to the maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and natures and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including the terms of the Written Agreement incorporated herein.


ENTER:


JUDGE #3002

APPROVED *as to form*


Edward Waxler

Steven A. Miner
Attorney for Plaintiff
21740 North Inglenook Lane
Barrington, IL 60010
438-8473
WAXLER LIT 5


Robin Waxler
attorney for Respondent

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MAIL TO:

LEVIN & ROSEN, LTD.
ATTORNEYS AT LAW
4051 Old Orchard Road
Skokie, Illinois 60076
679-5880



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DEPT-01 RECORDING \$40.58
T#4444 TRAN 2633 08/29/91 12:08:00
#7762 ÷ D *-91-447479
COOK COUNTY RECORDER

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 8-27-91
Barbara Pruski

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.

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