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## MEMORANDUM CONCERNING MARITAL SETTLEMENT AGREEMENT

WHEREAS, the undersigned are the owners of the following residential real estate, which is hereinafter referred to as "the Residence":

Lot 30 in Northbrook Knolls, being a resubdivision of vacated Northbrook Knolls, being Gilbert Clarence Bills subdivision of Lot 1 (except the West 441 feet of the South 522.90 feet) in Jacob Kiests division of land in the West three-fifths of the Northwest 1/4 of Section 9, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1957 as Document 16963315, in Cook County, Illinois.

Permanent Tax Index Number: 04-09-106-017-0000

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Common Address: 385 Hawthorne Lane, Northbrook, IL 60062

WHEREAS, the undersigned were previously married, but were divorced in Case No. 92 D2 30101, In The Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division; and

WHEREAS, as a part of such divorce, the undersigned entered into a certain Marital Settlement Agreement, dated May 5, 1992, and such Marital Settlement Agreement was incorporated into such divorce; and

WHEREAS, the Marital Settlement Agreement provides that Bonnie A. Hirsch was awarded exclusive possession of the Residence, subject to her being solely responsible for the payment of mortgage, taxes and insurance thereon; and

WHEREAS, the Marital Settlement Agreement also provides that Bonnie A. Hirsch shall have the option to put the Residence up for sale, or to buy out the share of the Residence owned by Daniel J. Hirsch, all upon specific terms which are fully described in such Agreement; and

WHEREAS, the Marital Settlement Agreement also provides that at such time that Bonnie A. Hirsch remarries, or at such time as both of the children of the undersigned have become emancipated as defined in Article III of such Agreement, the Residence shall be immediately sold, and the net sales proceeds divided upon specific terms which are fully described in such Agreement; and

WHEREAS, Bonnie A. Hirsch now wishes to re-finance the existing mortgage which encumbers the Residence with a new mortgage in approximately the same amount as the current balance on the existing mortgage; and

WHEREAS, as a result of such refinancing, the existing mortgage will be satisfied in full, and Daniel J. Hirsch will no longer have any liability in connection with such existing mortgage; and

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WHEREAS, in order to re-finance the existing mortgage, it is necessary that the title of the Residence be vested solely in Bonnie A. Hirsch; and

WHEREAS, Daniel J. Hirsch is willing to transfer to Bonnie A. Hirsch his interest in the Residence by a Quit Claim Deed for no consideration, but only if his right to receive his share of the net sales proceeds from the Residence, as described above and as more particularly described in the Marital Settlement Agreement, remains intact in the same manner as if such Quit Claim Deed were never executed;

NOW, THEREFORE, in consideration of the sum of Ten Dollars, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Daniel J. Hirsch agrees to execute a Quit Claim Deed in favor of Bonnie A. Hirsch, and to deliver such Quit Claim Deed to Bonnie A. Hirsch. Bonnie A. Hirsch agrees to cause such Quit Claim Deed to be recorded immediately prior to the recording of her new mortgage, and further agrees that in the event that such re-financing does not close, that she will return such Quit Claim Deed, unrecorded, to Daniel J. Hirsch.

2. From and after the recording of such Quit Claim Deed, Daniel J. Hirsch shall retain all rights to his share of the net sales proceeds from the sale of the Residence upon all of the terms and conditions which are presently described in the Marital Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto executed their signatures.

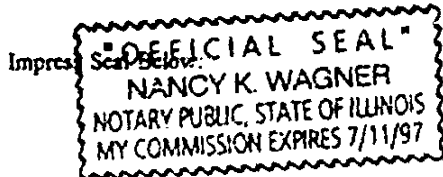
Bonnie A. Hirsch  
Bonnie A. Hirsch

Daniel J. Hirsch  
Daniel J. Hirsch

State of Illinois, County of LaSalle ss. I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that DANIEL J. HIRSCH, divorced and not since remarried, 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 2<sup>nd</sup> day of April, 19 94.

Nancy K. Wagner  
Notary Public



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State of Illinois, County of Clark ss. I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that BONNIE A. HIRSCH, divorced and not since remarried, 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 she

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signed, sealed and delivered the said instrument as her 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 3/5<sup>th</sup> day of March, 1994.

Susan M. McFaul  
Notary Public

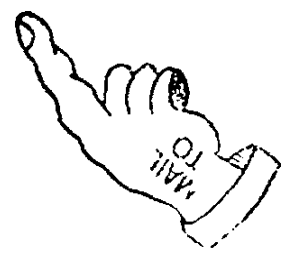
Impress Seal Below:



This instrument prepared by: Joseph C. Johnson, Attorney at Law, 1205 Shermer Road, Northbrook, IL 60062.



**MAIL TO:** Joseph C. Johnson, Attorney at Law, 1205 Shermer Road, Northbrook, IL 60062.



. DEPT-01 RECORDING \$25.50  
. T#8888 TRN 8713 05/24/94 10:01:00  
. #4769 # JTB \*-94 161851  
COOK COUNTY RECORDER

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