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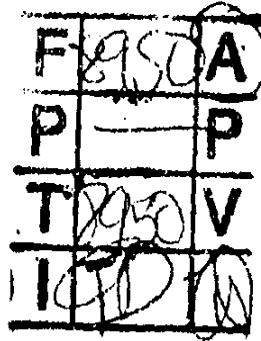
AFTER RECORDING  
RETURN TO:

Kalheim, Schatz & Berger  
161 North Clark Street  
Suite 2800  
Chicago, Illinois 60601

Address of Property:

1112 Gulf Keys Drive  
Streamwood, Illinois 60107

Parcel Number:  
06-28-205-004



- DEPT-01 RECORDING \$89.50
- T#6666 TRAN 6934 01/31/96 15:18:00
- #1738 # LM \*-96-083279
- COOK COUNTY RECORDER

*This space reserved for Recorder's use only.*

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

See attached

### Legal Description

LOT 4, SUBDIVISION SARASOTA TRAILS UN #1 PUD, SOUTHEAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

Document Prepared By and  
After Recording Return to:

Kalheim, Schatz & Berger  
161 North Clark Street  
Suite 2800  
Chicago, Illinois 60601  
312/782-3456

Property Address:

1112 Gulf Keys Drive  
Streamwood, Illinois 60107

Parcel Number:

06-28-205-004

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Attorney No. 6091

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

IN RE THE MARRIAGE OF:  
SUSAN KAPLAN,

Petitioner,

and

MARVIN KAPLAN,

Respondent.

)  
)  
)  
)  
) No. 92 D 11146  
)  
)  
)  
)

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER comes for hearing on the Petition for Dissolution of Marriage filed by Petitioner, SUSAN KAPLAN ("SUSAN"), and the Response filed by Respondent, MARVIN KAPLAN ("MARVIN"). The parties entered into an uncontested cause stipulation. MARVIN appeared in open court with his attorney, BURTON CRANT, of the law firm of GRANT & GRANT, and SUSAN appeared by her attorney, LEON L. FINKEL, of the law firm of KALCHEIM, SCHATZ & BERGER. The Court heard the testimony of SUSAN in open court and other evidence offered by SUSAN in support of the allegations in her Petition for Dissolution of Marriage. The Court has considered all the evidence, is fully advised and FINDS:

- A. It has jurisdiction of the parties and the subject matter of this case.
- B. SUSAN was a resident of Cook County when she filed her Petition for Dissolution of Marriage and she has maintained that residence for at least 90 days preceding the entry of this Judgment for Dissolution of Marriage.
- C. The parties were married on May 6, 1975 in Chicago, Cook County, Illinois.

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Attorney No. 6091

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

IN RE THE MARRIAGE OF: )  
SUSAN KAPLAN, )  
 )  
Petitioner, )  
 )  
and ) No. 92 D 11146  
 )  
MARVIN KAPLAN, )  
 )  
Respondent. )

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER comes for hearing on the Petition for Dissolution of Marriage filed by Petitioner, SUSAN KAPLAN ("SUSAN"), and the Response filed by Respondent, MARVIN KAPLAN ("MARVIN"). The parties entered into an uncontested cause stipulation. MARVIN appeared in open court with his attorney, BURTON GRANT, of the law firm of GRANT & GRANT, and SUSAN appeared by her attorney, LEON I. FINKEL, of the law firm of KALCHEIM, SCHATZ & BERGER. The Court heard the testimony of SUSAN in open court and other evidence offered by SUSAN in support of the allegations in her Petition for Dissolution of Marriage. The Court has considered all the evidence, is fully advised and FINDS:

- A. It has jurisdiction of the parties and the subject matter of this case.
- B. SUSAN was a resident of Cook County when she filed her Petition for Dissolution of Marriage and she has maintained that residence for at least 90 days preceding the entry of this Judgment for Dissolution of Marriage.
- C. The parties were married on May 6, 1975 in Chicago, Cook County, Illinois.

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D. Two children were born to the parties, namely: MICHAEL, age 17, born December 21, 1977; and STEVEN, age 14, born July 12, 1981. No other children were adopted by the parties and SUSAN is not presently pregnant.

E. Irreconcilable differences have caused the irretrievable breakdown of <sup>MARVIN</sup> JOHN and <sup>SUSAN</sup> MARY's marriage. Prior attempts at reconciliation have failed, and future attempts at reconciliation would be impractical and not in the best interests of the parties. Furthermore, SUSAN and MARVIN have lived separate and apart for a continuous period of more than two (2) years preceding the entry of the Judgment for Dissolution of Marriage and have fulfilled the requirement of living separate and apart for a continuous period in excess of two (2) years, as provided in Chapter 40, Section 401(a)(2) of the Illinois Revised Statutes.

F. That the parties have entered into a Marital Settlement Agreement dated December 20, 1995. The Agreement has been approved by the parties as a reasonable and equitable resolution of their rights and obligations. This Court has considered and approved the Agreement and specifically finds that the parties entered into it freely and voluntarily. Further, the Court finds that the Agreement is not unconscionable. The Agreement is attached to this Judgment and is incorporated by reference.

ACCORDINGLY, ON THE MOTION OF THE ATTORNEY FOR PETITIONER, SUSAN KAPLAN, IT IS ORDERED:

1. The bonds of matrimony existing between SUSAN and MARVIN are dissolved, and each party is freed from the obligations of their marriage.
2. The Marital Settlement Agreement between SUSAN and MARVIN, set forth in full and attached hereto, is made a part of this Judgment for Dissolution of Marriage, and all of the

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provisions of that Agreement are expressly approved and adopted as the orders of this Court to the same extent and with the same force and effect as if those provisions were set forth verbatim in this paragraph as the decree of this Court.

3. All right, title, claim or interest of each party to the property of the other, either real, personal or mixed, that he or she now owns, or may acquire in the future, or any claim arising from any negligence or intentional tort, is released. However, nothing contained in this Judgment for Dissolution of Marriage or in the parties' Agreement shall be construed as a release of either party to the other of their obligation to comply with the terms and provisions of the Agreement.

4. SUSAN and MARVIN shall execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the obligations and purpose of their Agreement and any of the provisions of this Judgment for Dissolution of Marriage.

5. The Court reserves jurisdiction of the subject matter of this case and of the parties for the purpose of enforcing the terms of this Judgment and the terms and provisions of the parties' Agreement attached to this Judgment.

ENTERED:

**ENTERED**

DEC 20 1995

JUDGE SAVAGE-1640

\_\_\_\_\_  
J U D G E

KALCHEIM, SCHATZ & BERGER  
161 North Clark Street  
Suite 2800  
Chicago, Illinois 60601  
(312) 782-3456  
(312) 782-8463 (fax)  
Firm I.D. No. 6091  
Attorneys for SUSAN KAPLAN

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS  
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY  
OF Decree for Dissolution

ENTERED/FILED ON 12-30, 1995

1-12, 1996  
Annika Piccinini  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 20th day of December, 1995, between MARVIN KAPLAN ("MARVIN"), of Skokie, Cook County, Illinois, and SUSAN KAPLAN ("SUSAN"), of Highland Park, Lake County, Illinois. The parties acknowledge the following as true:

The parties were lawfully married on May 6, 1975, in Chicago, the County of Cook, State of Illinois.

Two (2) children were born to the parties as a result of this marriage: MICHAEL, born December 21, 1977, and STEVEN, born July 12, 1981. No other children were born or adopted as a result of this marriage and SUSAN is not presently pregnant.

Certain irreconcilable and unfortunate differences have arisen between the parties which have rendered the continuation of their marriage impossible.

SUSAN has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, Case No. 92 D 11146, and MARVIN has filed his Response thereto.

Each party has made a full, fair and complete disclosure to each other of all their assets, including the income derived from those assets.

SUSAN has retained LEON I. FINKEL of the law firm of KALCHEIM, SCHATZ & BERGER as her attorney. MARVIN has retained BURTON GRANT of GRANT & GRANT as his attorney and each party has had the benefit of counsel and advice of their respective attorneys, who carefully participated in the drafting of this Agreement.

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

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- (a) the legal rights and duties of each party to the other;
- (b) the range of what the Court might order if called upon to decide the case as a contested matter; and
- (c) the legal effect of each provision of this Agreement.

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

Without any collusion as to the pending proceedings, or any other proceeding that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be in their respective best interest to settle, adjust and compromise between themselves now and forever, the matter of maintenance and support, the settlement of the property rights of the parties, the disposition of all claims arising by virtue of the marriage of the parties hereto in or to any and all property real, personal or mixed, tangible or intangible which are, were or may be in the future owned or possessed by the other party, including, without limitation of the foregoing, all inchoate and other rights of dower and curtesy and all rights of homestead, inheritance, descent, distribution and community interest and surviving spouse's award.

Therefore, in consideration of the above and in consideration of the mutual covenants of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS:

The foregoing recitals are made a part of this Agreement.

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## 2. NON-COLLUSION CLAUSE:

This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment of Dissolution of Marriage (hereafter referred to as "Judgment").

## 3. CHILD CUSTODY:

SUSAN shall have sole custody of the minor children, MICHAEL and STEVEN subject to MARVIN's right to reasonable visitation, including holiday and vacation times. SUSAN and MARVIN have been able to arrange visitation without the need for a specific schedule. In the event of any future disputes, a court of competent jurisdiction shall establish a specific visitation schedule for MARVIN upon proper notice and Petition by either party.

## 4. MICHAEL'S AND STEVEN'S SUPPORT:

A. SUSAN shall be obligated to support MICHAEL and STEVEN from the maintenance SUSAN receives from MARVIN and without any further contribution from MARVIN except as specifically provided in this Agreement.

B. MARVIN shall be responsible for the following direct expenses for MICHAEL and STEVEN:

i) Major medical and hospitalization insurance;

ii) Extraordinary medical, dental, optical, psychiatric, and psychological expenses;

iii) All school expenses for the children, including any tutoring expenses if required, not to exceed One Hundred Dollars (\$100.00) per month. In the event that the cost of tutoring exceeds One Hundred Dollars (\$100.00) per month, responsibility for the payment of the tutoring is reserved and shall be determined by a court of competent jurisdiction. The aforesaid \$100 monthly limitation is not to be construed as a "per child"

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limitation but shall be the maximum liability of Marvin: per month.

iv) Automobile insurance attributable to any automobile which MARVIN voluntarily provides for the children.

C. MARVIN'S obligation for MICHAEL'S and STEVEN'S support as provided in this Section shall terminate as to each child upon the first of the following events:

i) MICHAEL'S and STEVEN'S completion of their high school education or attaining the age of 19, whichever is first to occur;

ii) MICHAEL and STEVEN otherwise becoming emancipated; or

iii) As otherwise ordered by a court of competent jurisdiction.

5. MICHAEL'S AND STEVEN'S MAJOR MEDICAL AND HOSPITALIZATION INSURANCE AND ORDINARY AND EXTRAORDINARY MEDICAL, DENTAL, OPTICAL, PSYCHIATRIC AND PSYCHOLOGICAL EXPENSES:

A. SUSAN shall be solely obligated to pay for MICHAEL's and STEVEN's ordinary medical, dental and optical expenses, such as all checkups, cavities, vaccinations, prescription drugs, eyeglasses, contacts, and the like (excluding all prescription drugs, eyeglasses and contacts resulting from any extraordinary medical, dental or optical expense) to the extent those expenses are not covered by the insurance which MARVIN is required to maintain, as set forth in paragraph 5B below. SUSAN's obligation to pay MICHAEL's and STEVEN's ordinary medical, dental and optical expenses shall terminate upon any occurrence which would terminate MARVIN's obligation to support the children as set forth in paragraph 4C above.

B. MARVIN shall maintain and keep in full force and effect major medical and hospitalization insurance for the benefit of the children, until each child graduates from high

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school or his 19th birthday, whichever is first to occur, or, if that child attends college/vocational school, until completion of that child's college/vocational education, provided that the child remains a full-time student, but in no event later than his attaining the age of 23 (unless extended due to a serious illness, predicated upon the child being eligible for insurance).

MARVIN's obligation pursuant to this paragraph shall be to maintain an insurance policy which provides substantially similar coverage to the insurance policy which is currently in effect. However, if MARVIN is required to change insurance policies for reasons beyond his control or as a result of a substantial increase in the cost of maintaining said insurance (defined as an increase of thirty-five (35%) or more) and the new insurance provided by MARVIN provides for restrictions on the selection of doctors, SUSAN shall utilize the doctors provided for by the Plan unless there is a compelling reason for the children to continue with their current doctors.

C. MARVIN shall be solely obligated to pay any and all extraordinary medical, dental/orthodontia, optical, psychiatric and psychological expenses incurred on behalf of MICHAEL and STEVEN, if the expenses are not covered by the insurance maintained by MARVIN. MARVIN's obligation pursuant to this paragraph shall terminate upon any occurrence which would terminate MARVIN's obligation to maintain insurance for MICHAEL and STEVEN, as provided in paragraph 5A above.

D. SUSAN shall give MARVIN notice prior to incurring any extraordinary medical, dental/orthodontia, optical, psychiatric and psychological expenses on behalf of MICHAEL and STEVEN, except in the case of emergency. MARVIN, except in the case of emergency, and at his own expense, may obtain a second opinion as to the need for or a reasonable charge for MICHAEL's and STEVEN's extraordinary medical, dental/orthodontia, optical, psychiatric and

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psychological needs. In the event the parties are unable to agree as to a proposed course of treatment or the necessity of a proposed treatment, said issue shall be determined by a court of competent jurisdiction.

E. Upon the entry of the Judgment, MARVIN shall authorize and perform any actions reasonably necessary to allow SUSAN to directly submit the children's ordinary, extraordinary medical, dental, optical, psychiatric or psychological expenses to the medical insurance company that provides coverage for the children and to receive direct payment or reimbursement from the insurance company to the extent SUSAN pays any such expense. MARVIN shall agree to the entry of a Qualified Medical Child Support Order to allow for the same.

## 6. MICHAEL'S AND STEVEN'S COLLEGE/VOCATIONAL EDUCATION:

A. MARVIN shall pay for MICHAEL's and STEVEN's college/vocational education, including all incidental expenses based upon MARVIN's financial ability. The children's income and assets may also be considered in determining MARVIN's responsibility to pay for their college/vocational education and incidental expenses. Incidental expenses shall include the cost of tuition, books, clothing, room and board, tutors, equipment, allowances, fees and assessments, lab fees, standardized tests, professional or sorority/fraternity dues, if any, medical and dental insurance, uninsured medical, dental and optical expenses, automobile insurance, and reasonable transportation expenses.

B. MARVIN's obligation to provide for MICHAEL's and STEVEN's college/vocational education shall terminate as to each child upon the first of the following events:

- i) The child's completion of an undergraduate college or vocational education;

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ii) The child's no longer continuing his education (except in the event of serious illness). For purposes of this Agreement, a child shall be deemed to no longer be continuing his education when that child is not actively engaged in a course of study which leads to a college or university diploma or degree or to vocational certification or ceases to be considered a full-time student by that institution for a period of one year or more;

iii) The child's marriage; and

iv) The child's reaching the age of 24 (except in the event of serious illness).

C. MARVIN's obligation to pay for the children's education and all incidental expenses as set forth above is expressly conditioned upon the following:

i) That the child in question has, at the time, the desire and aptitude for a college, university or vocational school education.

ii) That the education is limited to five (5) years, except in the case of illness or military service.

D. All decisions relating to MICHAEL's and STEVEN's college/vocational education, including the choice of college or vocational school, shall be made jointly by MARVIN and SUSAN and shall consider the express preference of each child. In the event the parties cannot agree as to any issue relating to MICHAEL's or STEVEN's college/vocational education, that issue shall be submitted to a court of competent jurisdiction for determination.

## 7. MAINTENANCE WAIVER:

A. SUSAN waives all claims to maintenance and support for herself from MARVIN, except as otherwise provided in this Agreement.

B. MARVIN waives all claims of maintenance and support for himself from SUSAN.

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8. MAINTENANCE IN GROSS:

A. MARVIN shall pay SUSAN, subject to the termination event set forth below, as and for maintenance in gross, the sum of Four Hundred Twenty Three Thousand Dollars (\$423,000.00) payable as follows:

i) For the period August 1995 through December, 1995, the sum of Six Thousand Dollars (\$6,000.00) per month;

ii) For the period January, 1996 through May, 1996, the sum of Five Thousand Dollars (\$5,000.00) per month; and

iii) For the period June, 1996 through July, 2000, Four Thousand Dollars (\$4,000.00) per month;

iv) For the period August, 2000 through July, 2007, Two Thousand Dollars (\$2,000.00) per month.

MARVIN may make his payments pursuant to this paragraph on a weekly basis on Fridays.

B. MARVIN's obligation to pay SUSAN maintenance pursuant to this section shall only terminate upon SUSAN's death and shall not terminate upon SUSAN's remarriage, residing on a resident continuing conjugal basis, or upon MARVIN's death, subject to the provisions of section 12 below. In the event MARVIN fails to comply with the provisions of Section 12 below, any amount owed to SUSAN upon MARVIN's death shall be considered a priority claim against MARVIN's estate.

C. The maintenance payments (as set forth in paragraph 8A above) made by MARVIN to SUSAN are periodic payments in discharge of a legal obligation which, because of the marital relationship, is imposed on or incurred by MARVIN under a written instrument

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incident to a dissolution of marriage, all within the meaning and intendment of §71(a) and 215 of the Internal Revenue Code of 1986, as amended and as now in effect and of similar provisions of future laws, and that such payments will be includable in SUSAN's gross income pursuant to §71(a) and will be deductible by MARVIN from his gross income pursuant to §215 in determining their respective taxable income.

D. in accordance with 750 ILCS 5/502(f) (Illinois Marriage and Dissolution of Marriage Act):

i) Except as provided in this Agreement, MARVIN shall have no further obligation to pay SUSAN any maintenance or provide for her support; and

ii) MARVIN'S obligation to pay and SUSAN'S right to receive maintenance as provided in this Section is nonmodifiable and is not subject to any change in the needs or circumstances of MARVIN or SUSAN.

## 9. SUSAN'S MEDICAL AND HOSPITALIZATION INSURANCE:

MARVIN shall reimburse SUSAN for the cost of a major medical, health and hospitalization insurance policy not to exceed the sum of One Hundred Fifty Dollars (\$150.00) per month. MARVIN's obligation to contribute to the cost of insurance for SUSAN shall remain in effect until SUSAN receives the property commonly known as 2971 Priscilla, Highland Park, Illinois, free and clear of the loan due Harris Bank-Winnetka (in the amount of \$317,260.00), and any successor loan (hereafter the "Harris Bank loan"), which is currently secured by said property and until MARVIN has fully complied with Section 11 below. MARVIN's obligation to contribute to the cost of SUSAN's insurance as provided in this paragraph is part of MARVIN's obligation to support SUSAN shall be nonmodifiable and nonterminable (except as

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provided in this section of the Agreement) and any payments made by MARVIN pursuant to this paragraph shall not be deductible from his income or includable in SUSAN's income for income tax purposes.

## 10. DIVISION OF MARITAL AND NON-MARITAL PROPERTY:

A. MARVIN shall be the sole owner of and SUSAN shall waive any interest in the following:

i) Abbott Electrical Construction Company, Inc. (hereafter "ABBOTT");

ii) The property commonly known as 363 Fairway Circle, Ft. Lauderdale, Florida (hereinafter "the Florida property") subject to Section 11 of this Agreement;

iii) MARVIN'S accrued pension under the Electrical Contractors Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago, Pension Plans #2 and #5;

iv) The cemetery plots set forth on Exhibit "A" attached hereto;

v) All bank accounts and equivalents and the funds contained therein currently in his name (which currently have a value of less than Ten Thousand Dollars (\$10,000.00));

vi) All life insurance in his name subject to Section 12 below; and

vii) All other personal property within his possession and/or control, except that SUSAN shall receive the following personal property currently contained in the Florida property: needlepoint in dining room, oil painting of cat in bedroom, Lenox cream colored bowl; cooking pot, beige chair with silver chrome base, afghans, clothing, personal effects. SUSAN shall be given access to the

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Florida property for the purpose of removing her personal things. SUSAN shall not remove any furniture except as set forth in this paragraph.

B. SUSAN shall be the sole owner of and MARVIN shall waive any interest in the following:

i) The property commonly known as 2971 Priscilla, Highland Park, Illinois (hereafter "the Highland Park property");

ii) All bank accounts and equivalents and the funds contained therein currently in her name (which, in the aggregate, have a total value of less than \$25,000);

iii) Individual Retirements standing in her name;

iv) The cemetery plots set forth on Exhibit "A" attached hereto;

v) The following insurance policy on SUSAN'S life: Minnesota Mutual Life No. 0-878-7100 which MARVIN represents and warrants is in good standing with the premiums paid through January, 1996;

vi) 1993 Infinity J30 automobile;

vii) All other personal property, furniture and furnishings within her possession including the property contained in the Highland Park property and SUSAN shall also receive the following personal property currently contained in the Florida property: needlepoint in dining room, oil painting of cat in bedroom, Lenox cream colored bowl; cooking pot, beige chair with silver chrome base, afghans, her clothing, and her personal effects.

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C. MARVIN represents and warrants that except for the first mortgage due LaSalle Talman and the Harris Bank loan (as defined in this Agreement), there are no liens, encumbrances or assignments against or relating to the Highland Park property and that except for the first mortgage due LaSalle Talman and the Harris Bank loan, SUSAN and MARVIN hold title to the Highland Park property free and clear of any liens, encumbrances, assignments, or any other liabilities. If there are any other liens, assignments, encumbrances, or other liabilities, MARVIN shall immediately take all necessary steps to remove and/or pay said liens, assignments, encumbrances or liabilities and shall save, indemnify and hold SUSAN harmless from the same.

D. MARVIN represents and warrants that there are no liens, encumbrances or assignments against or relating to the Florida property and SUSAN and MARVIN hold title to the Florida property free and clear of any liens, encumbrances, assignments or any other liabilities. If there are any liens, assignments, encumbrances or other liabilities, MARVIN shall immediately take all necessary steps to remove and/or pay said liens, assignments, encumbrances, or liabilities and shall save, indemnify and hold SUSAN harmless from the same.

E. MARVIN shall indemnify, save, defend and hold SUSAN harmless with respect to any obligation in connection with the property he retains and receives pursuant to this Agreement, including, but not limited to, all debts of ABBOTT.

F. Except as otherwise provided in this Agreement, SUSAN shall indemnify, save, defend, and hold MARVIN harmless with respect to any obligation in connection with the property she retains or receives pursuant to this Agreement, including, but not limited to, the first mortgage due LaSalle Talman, in connection with the Highland Park property.

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11. LOAN TO HARRIS BANK-WINNETKA  
SECURED BY THE HIGHLAND PARK PROPERTY:

A. ABBOTT has borrowed \$317,260.00 from Harris Bank-Winnetka pursuant to loan nos. 6020-101001 and 6021-101001, which loans have been personally guaranteed by MARVIN and are secured by the Highland Park property. As used in Section 11 of this Agreement, "MARVIN" shall include "ABBOTT." MARVIN shall save, defend, indemnify and hold SUSAN harmless from any liability in connection with said loan and any successor loan (hereafter "the Harris Park loan") and MARVIN shall pay all attorneys' fees and costs incurred by SUSAN as a result of MARVIN's failure to comply with Section 11 of this Agreement.

B. On August 1, 1999, or upon the sale of any of his stock in or the assets of ABBOTT, whichever is first to occur, MARVIN shall cause the Highland Park property to be removed as collateral for the Harris Bank loan so that SUSAN owns the Highland Park property free and clear of the Harris Bank loan. MARVIN shall be entitled to renew the Harris Bank loan for the amount of the principal owed on the loan to include the period through July 31, 1999, but in no event shall MARVIN increase the amount owed on said loan or cause any further indebtedness against the Highland Park property and as the principal on said loan is paid down, MARVIN shall not be allowed to increase the principal owed on said loan.

C. In furtherance of MARVIN's obligations pursuant to paragraphs 11A and 11B of this Agreement, the following shall apply:

i) SUSAN shall have a lien against the Florida property and any other real estate in which MARVIN acquires an interest to the extent of the amount owed on the Harris Bank loan until the Highland Park property is no longer encumbered by the Harris Bank Loan and MARVIN has fully complied with Section 11 of this Agreement.

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MARVIN shall not transfer, assign, borrow against or in any manner encumber the Florida property during the period of time that SUSAN has a lien against the Florida property. However, MARVIN may sell the Florida property at its fair market value during the period SUSAN has a lien against the Florida property in which event the proceeds shall be used, in their entirety, to pay down the Harris Bank loan. If MARVIN sells the property during the period that SUSAN has a lien against the Florida property, SUSAN shall have a right of first refusal to purchase the property at the sale price offered to MARVIN. MARVIN shall execute any documents necessary so as to provide SUSAN with a lien against the Florida property as set forth herein and SUSAN shall hold the Deed for the Florida property during said period of time.

ii) On August 1, 1999 or upon the sale of MARVIN'S stock in or the assets of ABBOTT, whichever is first to occur, if MARVIN has not fully complied with Paragraphs 11A and 11B above, MARVIN shall transfer the Florida property to SUSAN. Notwithstanding the transfer of the Florida property to SUSAN, MARVIN shall continue to be bound by all of the provisions of Section 11 of this Agreement and SUSAN shall receive the Florida property in addition to her right to be indemnified and held harmless on the Harris Bank loan.

iii) The parties acknowledge that MARVIN'S obligation to save, indemnify and hold SUSAN harmless in connection with the Harris Bank loan is part of MARVIN'S obligation to support SUSAN. On August 1, 1999 or upon the sale of MARVIN'S stock in or the assets of ABBOTT, whichever is first to occur, if MARVIN has not fully complied with Section 11 of this Agreement, MARVIN shall owe SUSAN nonmodifiable nonterminable (except as provided in this Section of the Agreement) lump sum maintenance (not includable in SUSAN'S income or deductible from MARVIN'S income for income tax purposes) in the amount owed on the

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Harris Bank loan plus any amounts owed to SUSAN as a result of MARVIN'S failure to comply with Section 11 of this Agreement and SUSAN shall have a Judgment against MARVIN for lump sum maintenance in said amount. MARVIN may satisfy said Judgment by paying off the Harris Bank loan or otherwise removing the Highland Park property as collateral for the Harris Bank loan and by fully complying with Section 11 of this Agreement. In no event shall MARVIN'S obligation to save, indemnify and hold SUSAN harmless from the Harris Bank loan be dischargeable in any bankruptcy proceeding.

D. Further, SUSAN shall have a security interest in MARVIN'S stock in and the assets of ABBOTT (referred to as "collateral" as defined with greater specificity below) until MARVIN has fully complied with Section 11 of this Agreement and the following shall apply:

i) MARVIN shall be deemed to be in "default" for purposes of the Agreement upon any one or more of the following events:

a. MARVIN'S failure to comply with any of the provisions of paragraphs 11A through 11C of this Agreement.

b. MARVIN becomes insolvent or unable to pay his debts as they mature or is adjudicated a bankrupt or applies for, consents to or acquiesces in the appointment of a trustee or receiver for him or any of his property or makes an assignment for the benefit of his creditors, or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for MARVIN or for a substantial part of his property; or any bankruptcy, reorganization, debt arrangement or other proceeding under any

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bankruptcy or insolvency law is instituted by or against MARVIN.

c. The voluntary or involuntary transfer of, or the making of any levy, seizure or attachment of or on, any of the collateral.

ii) Whenever a default shall be existing, SUSAN may exercise from time to time any rights and remedies available to her under applicable law to the fullest extent permitted thereby. MARVIN agrees, in case of default, to pay all costs of SUSAN of collection of any amounts due her pursuant to paragraph 11D of this Agreement, including subparagraphs and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses. In addition to all other rights provided herein, the rights and remedies of a secured party under the Uniform Commercial Code of Illinois and, without limiting any of the foregoing, upon default SUSAN may, to the fullest extent permitted by applicable law, sell any or all of the collateral, free to all rights and claims of MARVIN therein and thereto, at any public or private sale, for cash, upon credit or otherwise, at such prices (but not less than fair market value) and upon such terms as SUSAN deems advisable in her sole discretion, and SUSAN may bid for and purchase any or all of the collateral at any such sale, free and clear of any right of redemption. MARVIN hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by any of his rights and remedies upon default. Any notification of intended disposition of any of the collateral shall be deemed reasonably and properly given if given at least five (5) days before such disposition. Any proceeds of any of the collateral may be applied by SUSAN to the payment of costs and expenses in connection with the collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by SUSAN toward

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the payment of such of the liabilities, and in such order of application, as SUSAN may from time to time elect. SUSAN will return any excess to MARVIN and MARVIN shall remain liable to SUSAN for any deficiency.

iii) No delay on the part of SUSAN in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by SUSAN of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. SUSAN's rights and remedies under paragraph 11D of this Agreement including subparagraphs shall be cumulative and not exclusive of any other right or remedy she may have.

iv) As security for MARVIN's obligations pursuant to paragraphs 11A through 11C above, MARVIN pledges his stock in ABBOTT and the tangible and intangible assets of ABBOTT (including, but not limited to, all stocks, licenses, leases, bank accounts, furniture, furnishings, equipment, accounts receivable, inventory and fixtures), together with all rights, privileges and benefits accruing thereto and distributions thereon and any and all substitutions therefore (herein called the "collateral"), provided that so long as MARVIN is not in default (as provided at paragraph 11D (1)) under the terms stated hereof, MARVIN shall retain all rights, privileges and benefits accruing thereto and distributions thereon and any and all substitutions therefore, and proceeds hereof, except as otherwise provided in this Agreement. MARVIN assigns said security interests individually and as President of ABBOTT. Said stock, to the extent not held by the Harris Bank-Winnetka, pursuant to their first position as secured creditors, together with assignments duly executed by MARVIN, shall be tendered to SUSAN, to be held so long as SUSAN has a security interest in said collateral.

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v) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of the State of Illinois. Whenever possible, each provision of paragraph 11D of this Agreement including subparagraphs shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of paragraph 11D of this Agreement including subparagraphs shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of paragraph 11D of this Agreement including subparagraphs.

vi) Upon the entry of a Judgment, MARVIN shall execute any further necessary documentation to provide SUSAN with a security interest against the aforesaid collateral including Form UCC-1 and a subordination agreement with Harris Bank-Winnetka.

E. SUSAN'S rights pursuant to Section 11 of this Agreement are in addition to any of the rights and remedies available to SUSAN in law, including whatever right she may have to seek a finding of contempt and sanctions in the event that MARVIN fails to comply with this Agreement.

F. MARVIN's obligations pursuant to Section 11 of this Agreement survive SUSAN's death and MARVIN's death and shall be binding on MARVIN's transferees, successors and assigns.

G. Notwithstanding the provisions of Section 11, SUSAN shall sign any documents necessary to remove the Harris Bank loan from the Highland Park residence as a lien or an encumbrance, so long as said documents do not in any way obligate SUSAN on said loan.

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H. MARVIN shall execute a letter of direction to the Harris Bank-Winnetka, directing said bank to immediately provide SUSAN with written notice of the following:

- (1) Any default in the payment of any installment on the Harris Bank loan;
- (2) Pay-off of the Harris Bank loan;
- (3) Renewal of the Harris Bank loan; and
- (4) Any attempts by MARVIN to increase the amount owed on the Harris Bank loan or to cause any further indebtedness against the Highland Park property.

In the event that Harris Bank-Winnetka refuses to acknowledge and abide by the terms of said letter of direction, MARVIN shall execute a letter of direction to Harris Bank-Winnetka allowing SUSAN to communicate directly with Harris Bank-Winnetka to verify the amount owed on the Harris Bank loan and that MARVIN is current with his payments.

## 12. LIFE INSURANCE:

A. MARVIN is currently the owner of Minnesota Mutual Life Insurance Policy #1-879-2200 insuring his life with a death benefit of Five Hundred Thousand Dollars (\$500,000.00) naming SUSAN as a fifty percent (50%) beneficiary and naming each of the children, MICHAEL and STEVEN, as twenty-five percent (25%) beneficiaries.

B. MARVIN is currently the owner of Minnesota Mutual Life Insurance Policy #1-878-8270 insuring his life with a death benefit of One Million Dollars (\$1,000,000.00) naming SUSAN as a fifty percent (50%) beneficiary and naming each of the children, MICHAEL and STEVEN, as twenty-five percent (25%) beneficiaries.

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C. SUSAN shall be the initial beneficiary of Seven Hundred Sixty-Seven Thousand Dollars (\$767,000.00) of said life insurance policy #1-878-8270. MARVIN shall have the right to reduce the amount of life insurance in accordance with his decreasing obligation to pay SUSAN maintenance in gross as provided at paragraph 8A; provided, that MARVIN does not reduce the death benefit to an amount less than Two Hundred Fifty Thousand Dollars (\$250,000.00) plus the amount owed on the Harris Bank loan as secured by the Highland Park property, so long as he has an obligation to pay SUSAN maintenance as provided at paragraph 8A. Further, MARVIN shall have the right to reduce the amount of life insurance by the amount of the principal paid (after the effective date of this Agreement) on the Harris Bank loan as secured by the Highland Park property.

D. Upon MARVIN's death, SUSAN shall receive the life insurance maintained by MARVIN pursuant to Paragraph 12C in a lump sum and shall use said proceeds to pay off the Harris Bank loan to the extent it is secured by the Highland Park property.

E. MICHAEL and STEVEN shall each be the initial beneficiary of One Hundred Fifty Thousand Dollars (\$150,000.00) of said life insurance policy #1-878-2200. MARVIN shall have the right to reduce the life insurance by Thirty Thousand Dollars (\$30,000) per child upon each anniversary of the child's graduation from high school. MARVIN's obligation to maintain life insurance on his life for the benefit of MICHAEL and STEVEN shall terminate for each child upon their graduation from college/vocational school or obtaining the age of 24, whichever is first to occur; however, MARVIN shall have the right to continue said insurance for the benefit of the children beyond said time.

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F. MARVIN shall have the right to substitute insurance policies, in which event he shall provide SUSAN with notice.

G. MARVIN shall pay the life insurance premiums when they become due. MARVIN shall provide SUSAN with proof that he is in compliance with his obligations pursuant to Section 12 of this Agreement upon SUSAN's reasonable request. MARVIN shall not borrow against or encumber said policies so as to result in the death benefit being reduced to an amount less than what he is required to maintain pursuant to this Agreement; however, MARVIN may borrow from his life insurance for the purpose of obtaining a substitute policy which meets the requirements of this section. Further, MARVIN shall take all steps necessary so as to authorize SUSAN to contact directly the insurance company through which he is maintaining said insurance in order to verify that MARVIN is in compliance with §12 of this Agreement and to receive duplicate statements.

H. At MARVIN's sole option, he shall be allowed to establish a life insurance trust which will be subject to the same conditions as set forth in paragraphs 12A through 12G above. SUSAN shall be the trustee of the life insurance trust. The life insurance for the children shall be maintained for their general health, benefit, welfare and education. MARVIN shall provide SUSAN with a copy of the insurance trust within 14 days of its establishment.

### 13. INCOME TAX MATTERS:

A. SUSAN shall have the right to file her federal and state income tax returns under "head of household" status. SUSAN shall have the right to claim MICHAEL and STEVEN as her dependent exemptions for federal and state income tax purposes until each child graduates from college/vocational school.

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B. Except as provided in paragraph 13C, MARVIN shall be solely obligated to pay and shall indemnify and hold SUSAN harmless from any taxes, interest, penalties, assessments or any other liabilities assessed by the Internal Revenue Service, the Illinois Department of Revenue, or any other taxing body resulting from the filing of any joint federal and state income tax returns, amended or otherwise, filed by the parties, as well as all costs, including professional fees incurred by reason of any audit or any examination of any kind. MARVIN acknowledges that SUSAN has not been involved in MARVIN's business and that SUSAN is not aware of the information contained in the tax returns. MARVIN acknowledges that SUSAN is an innocent spouse, as defined by the Internal Revenue Service with respect to all joint federal and state income tax returns filed by the parties. This indemnification is in furtherance of MARVIN's obligation to support SUSAN and accordingly, MARVIN'S obligation to indemnify SUSAN pursuant to this paragraph shall not be dischargeable in any bankruptcy proceeding. Further, MARVIN's obligation to indemnify SUSAN as set forth in this paragraph shall be nonmodifiable pursuant to 750 ILCS 5/502(f) and shall not terminate in any event and any sums paid to or on behalf of SUSAN pursuant to this paragraph shall not be includable in SUSAN's income or deductible from MARVIN's income for income tax purposes.

C. MARVIN shall not be required to indemnify and hold SUSAN harmless as it relates to any information concerning SUSAN's income (except SUSAN's income from Abbott) which was incorrectly stated on or omitted from the parties' joint federal and state income tax returns. As to any such errors, SUSAN shall indemnify and hold MARVIN harmless from any taxes, interest, penalties, assessments or any other liabilities assessed by the Internal Revenue Service, the Illinois Department of Revenue or any other taxing body.

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D. To the extent that sufficient funds have not been withheld from SUSAN's pay checks from Abbott for her 1995 federal, state, social security and medicare taxes, MARVIN shall pay any taxes due as a result of the income SUSAN received from Abbott in 1995 on SUSAN's 1995 federal and state income tax returns. SUSAN shall be responsible for any taxes on any other income she receives or earns (including the receipt of maintenance from MARVIN) but shall not be required to pay any additional taxes resulting from the receipt of income from Abbott.

## 14. JEWISH DIVORCE:

Upon either party's request, MARVIN and SUSAN shall fully cooperate in obtaining a Jewish Divorce ("Get"). The cost of that procedure shall be paid by the party requesting the Get.

## 15. ATTORNEYS' FEES:

A. SUSAN shall be solely obligated to pay her attorneys' fees, professional fees and costs due in connection with this matter without any contribution from MARVIN and shall save, indemnify and hold MARVIN harmless from any liability in connection therewith.

B. MARVIN shall be solely obligated to pay his attorneys' fees, professional fees and costs incurred in connection with this matter without any contribution from SUSAN and shall save, indemnify and hold SUSAN harmless from any liability in connection therewith.

## 16. NONMODIFIABILITY:

The parties hereby stipulate that, except as otherwise set forth in this Agreement, in accordance with the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions of this Agreement shall not be subject to future modification for any reason whatsoever.

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## 17. AFFIDAVIT OF ASSETS:

This Agreement was made and entered into predicated upon the financial representations and disclosures made by the parties that, as of the date of this Agreement, neither party has any interest in any other assets of any nature or description including, but not limited to, bank accounts, retirement accounts, stocks, bonds, real estate, notes or mortgages payable, partnerships, joint ventures, corporations, sole proprietorships or any other entity of any description, and that individual, joint venture, partnership, corporation or trust is holding any assets for the benefit of either party. In the event a court of competent jurisdiction subsequently determines that either party owned or otherwise possessed property not disclosed, the party owning such undisclosed property shall pay to the other party, on demand, one-half of the value of the undisclosed property as of the effective date of this Agreement.

## 18. MUTUAL RELEASES:

To the fullest extent by law permitted to do so, and except as otherwise provided, each of the parties forever relinquishes, releases, waives and forever quit claims and grants to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution and community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between the parties, under any present or future law, including any cause of action based on the intentional or negligent acts of others or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal or mixed, of his or her estate, whether now owned or acquired in any manner by the other party in the future, or whether in possession or in expectancy and whether vested or

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contingent, and each party agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing contained in this Agreement shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

## 19. EXECUTION OF DOCUMENTS:

Each of the parties agrees to execute and acknowledge, concurrently with the execution of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the other party, as provided above, and in the future, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the property of each party as agreed by the parties and as set forth in this Agreement. If either party for any reason fails or refuses to execute any such documents, then this Agreement shall constitute a full and present transfer, assignment and conveyance of all rights designated to be relinquished and waived pursuant to this Agreement.

## 20. WAIVER OF ESTATE CLAIM:

Each of the parties, except as otherwise provided, 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 does further relinquish all right to inherit by intestate succession any of the property which the

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other party may die seized or possessed, and should either of the parties die intestate, this Agreement shall operate as a relinquishment of all rights of the surviving party to apply for Letter of Administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as through the parties had never been married, each of the parties, reserving the right to dispose by testament or otherwise of his or her property in any way he or she sees fit, without restriction or limitation whatsoever, except as otherwise provided in this Agreement.

## 21. INCORPORATION IN JUDGMENT OF DISSOLUTION OF MARRIAGE:

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

## 22. CONSTRUCTION OF AGREEMENT:

This Agreement shall be construed in accordance with the laws of the State of Illinois. If a court of competent jurisdiction at any time after entry of Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, the children is a residents of Illinois, and that both parties are

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before such court shall be suspended so that MARVIN and SUSAN shall have the opportunity to consider said alteration, change or modification and, if necessary, re-negotiate all or part of this Agreement.

MARVIN and SUSAN have signed this Agreement, consisting of twenty-seven (27) typewritten pages, this page included, on the date set forth on page one (1) of this Agreement.

  
MARVIN KAPLAN

  
SUSAN KAPLAN

KALCHEIM, SCHATZ & BERGER  
161 N. Clark Street  
Suite 2800  
Chicago, Illinois 60601  
(312) 782-3456  
(312) 782-8463 (fax)  
Attorneys for SUSAN KAPLAN

61288006

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Jay A. Wygodny, DMD PC

585 Lincoln Avenue Winnetka, IL 60093  
Telephone: (708) 441-5570

FACSIMILE TRANSMITTAL

TO:

Company: K, S, & B.  
Name: LEON FINKEL  
Fax #: (312) 782-8463

FROM:

Company: JAY A. WYGODNY, D.M.D., P.C.  
Name: SUE KAPLAN  
Fax #: (708) 441-5584  
Number of pages including cover page: \_\_\_\_\_

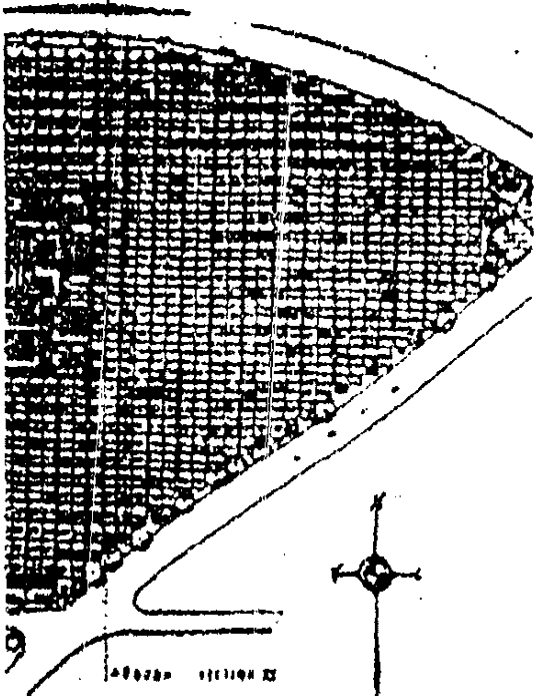
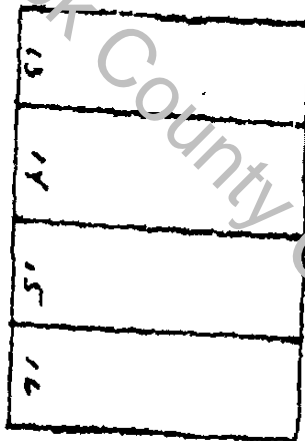
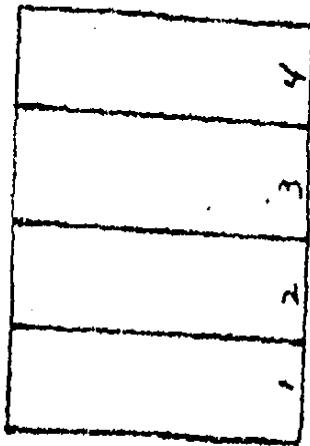
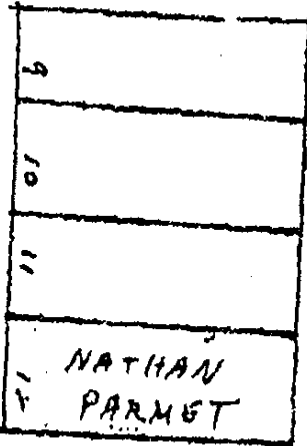
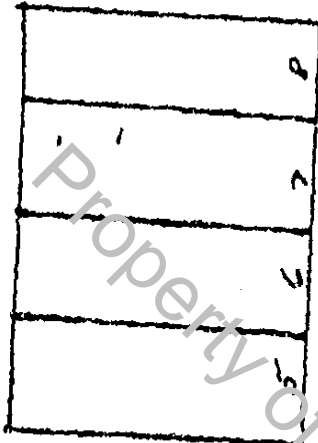
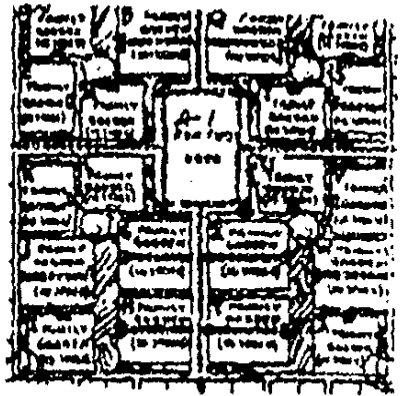
Message: \_\_\_\_\_ Date: 9-1-95  
  
SHALOM MEMORIAL PARK  
  
# 5, 6, 7, 8, 9, 10, 11, 12 - SUSAN  
  
# 1, 2, 3, 4, 13, 14, 15, 16 - MARVIN  
  
I RECEIVED THIS DIAGRAM FROM ARNIE HOFFMAN AT SHALOM  
His PHONE # IS (312) 274-2236

~~NOTE:~~  
At Marvin's expense he may move the  
marble bench situated next to Susan's plots  
which does not contain the name "Farmer" to next  
to his plots.  
EXHIBIT A

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FAMILY GARDEN A-1 SR 1-16

KARLOS FAMILY

SECTION IX ARRANG

6083224

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS  
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY

OF Agreement for Dissolution

ENTERED/FILED ON 12-20, 1995

1-12, 1996  
Amelia Plank  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS