

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

vs.

HERMAN KNELL

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on JUNE, 24th
in the year of our Lord, one thousand nine hundred and 85 and of the Independence
of the United States of America, the two hundredth and ninth

PRESENT: The Honorable ... HERMAN KNELL,
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Property of Cook County Clerk's Office

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*certification received PAB
show no receipt of appeal
show no fees*

paid

STATE OF ILLINOIS)
COUNTY OF COOK)

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

IN RE: THE MARRIAGE OF:)
LOIS A. FARRENKOPF,)
Petitioner,)
AND) NO.84 D 04961
JOHN P. FARRENKOPF,)
Respondent.)

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner, LOIS A. FARRENKOPF, by her attorney, JOHN H. WINAND of KAPM, WINAND & HEITZINGER, the Respondent, JOHN P. FARRENKOPF, by his attorney, HAROLD L. WAGMAN, and this cause came on to be heard upon the duly verified Petition for Dissolution of the Marriage of the Petitioner, and the Respondent having appeared through HAROLD L. WAGMAN; and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court having considered all of the evidence and now being fully advised in the premises, DOTH FIND:

A. That this Court has jurisdiction of the parties hereto and of the subject matter hereof;

B. That the Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings;

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C. That the parties were married on MAY 31, 1952, at CHICAGO, ILLINOIS, and said marriage was registered in the City of Chicago, Cook County, Illinois.

D. That THREE (3) CHILDREN were born to the parties as a result of this marriage, all of whom are over the age of twenty-one (21) years and are emancipated; that no children were adopted by the parties during their marriage; and that the Petitioner is not presently pregnant.

E. That the Petitioner has substantially proved the material allegations of her Petition for the entry of the Judgment for Dissolution of Marriage, that the equities of this cause lie in favor of the Petitioner and against the Respondent, and the grounds for the entry of a Judgment for Dissolution of Marriage exist in that the Respondent has been guilty of extreme and repeated mental cruelty towards the Petitioner within the meaning and purview of the Statute in such cases made and provided, being the Illinois Marriage and Dissolution of Marriage Act, Section 101, without any just or reasonable cause or provocation to him by the Petitioner given;

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F. That the parties hereto have entered into a Marital Settlement Agreement dated June 24, 1985 concerning the questions of the maintenance of the parties, 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 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; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

UPON MOTION OF THE ATTORNEY FOR THE PETITIONER, IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. That the bonds of matrimony heretofore existing between the Petitioner, LOIS A. FARRENKOPF, and the Respondent, JOHN P. FARRENKOPF, be, and the same are hereby dissolved pursuant to the Statute of the State of Illinois in such cases made and provided being the Illinois Marriage and Dissolution of Marriage Act.

B. That the Marital Settlement Agreement between the Petitioner and the Respondent dated JUNE 24, 1985, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of the 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 the said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement those acts therein agreed to be done and performed by each of them.

C. That 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 rights, claim, demand, or interest of the parties in and to maintenance for themselves, whether past, present, or future, and in and to the property of the other, whether real or personal, or

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made at Skokie, Illinois by and between LOIS A. FARRENKOPF (hereinafter referred to as "Lois" or the "Wife" or the "Mother"), residing in Palatine, Illinois, and JOHN P. FARRENKOPF (hereinafter referred to as "John" or the "Husband" or the "Father"), residing in Long Grove, Illinois.

A. Time and Place of Marriage: The parties were lawfully married at Chicago, Illinois on May 31, 1952.

B. Separation of Parties: Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on December 31, 1983, and now live separate and apart from each other.

C. Action on File: Lois has filed, against John, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, Under docket number 84F04961. The case is entitled In re the Marriage of LOIS A. FARRENKOPF, Petitioner, and JOHN P. FARRENKOPF, Respondent, and that case remains pending and undetermined.

D. Intention to Settle Rights and Claims: The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for Lois and John and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship

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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.

E. Parties Represented by Counsel; Full Financial

Disclosure Made: The Wife has employed and had the benefit of counsel of JOHN H. WINAND as her attorney. The Husband has employed and had the benefit of HAROLD L. WAGMAN as his attorney. Each party has had the benefit of advise, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

F. Agreement Made for Direct Benefit of Lois and John:

It is specifically understood by Lois and John that this agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either Lois or John that any persons, including their children, be third-party beneficiaries of this agreement now or in the future. Any benefits which may be conferred upon

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any persons, including the children of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this agreement.

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 and Incorporation of Recitals

1. The foregoing recitals are made a part of this agreement.
2. This agreement is not one to obtain or stimulate a dissolution of marriage.
3. Lois 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 John. John reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Lois.

ARTICLE II

Property Settlement

1. Real Property

MARITAL RESIDENCE: The marital residence located at Box 2229 RFD, Long Grove, Illinois is owned in joint tenancy by the parties. Said residence is legally described on Schedule A attached hereto, made a part hereof and incorporated herein by reference.

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a. Upon the effective date of this agreement, Lois shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign, convey and release all of her right, title and interest in the above marital residence to John or his nominee.

b. With respect to the marital residence, John shall assume all responsibility for first mortgage payments, tax escrow payments and homeowners insurance payments falling due at any time prior to the effective date of this agreement and he shall save and hold Lois harmless and indemnified thereon. Other than said first mortgage obligation, and 1985 real estate taxes, Lois represents and warrants that, except as otherwise set forth herein, the marital residence is free and clear of any liens or encumbrances and that all taxes and assessments heretofore due thereon have been paid. John shall assume all responsibility for first mortgage payments, tax escrow payments and homeowners insurance payments falling due on or after the effective date of this agreement, including 1985 real estate taxes and he shall save and hold Lois harmless and indemnified hereon.

SUMMER RESIDENCE: The summer residence located at Rt. #4 Greenview Drive, Lake Geneva, Wisconsin is owned in joint tenancy by the parties. Said residence is legally described on Schedule "A" attached hereto, and made a part hereof and incorporated herein by reference.

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a. Upon the effective date of this agreement, if Lois requests, John shall execute a quit claim deed transferring title to the summer residence to John and Lois as tenants-in-common.

b. With respect to the summer residence John shall assume all responsibility for first mortgage payments, tax escrow payments, and homeowners insurance payments falling due at any time prior to the effective date of this agreement and he shall save and hold Lois harmless and indemnified thereon. Other than said first mortgage obligation, John represents and warrants that, except as otherwise set forth herein, the summer residence is free and clear of any liens or encumbrances and that all taxes and assessments heretofore due thereon have been paid. Lois and John shall jointly be responsible for all first mortgage payments, tax escrow payments, and homeowners insurance payments falling due on or after the effective date of this agreement, and they shall save and hold each other harmless and indemnified thereon. The parties agree, however, that Lois shall have sole and exclusive use and occupancy of the summer residence until it is sold, at which time each of the parties shall receive 50% of the net proceeds of the sale.

OAKTON STREET INDUSTRIAL BUILDING: The one story industrial building located at 3620 Oakton Street, Skokie, Ill., is owned by John alone, and said property is legally described on Schedule "A" attached hereto and made a part hereof and incorporated herein by reference.

a. Upon the effective date of this agreement, John shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign,

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convey and release 50% of his right, title and interest in the above industrial building located at 3620 Oakton Street, Skokie, Illinois to Lois or her nominee.

b. With respect to said industrial building, John shall assume all responsibility for first mortgage payments, tax escrow payments and insurance payments falling due at any time prior to the effective date of this agreement and he shall save and hold Lois harmless and indemnified thereon. Other than said first mortgage obligation, a lease to Imperial Tool and Manufacturing Co., Inc., and the second installment of 1984 and 1985 real estate taxes, John represents and warrants that, except as otherwise set forth herein, said industrial building is free and clear of any liens or encumbrances and that all taxes and assessments heretofore due thereon have been paid. John and Lois shall equally assume all responsibility for first mortgage payments, tax escrow payments and insurance payments falling due on or after the effective date of this agreement including the second installment of 1984 real estate taxes and 1985 real estate taxes.

RIDGEWAY AVENUE INDUSTRIAL BUILDING: John, alone, owns a one-half (1/2) interest in the one-story industrial building located at 7326 North Ridgeway, Skokie, Illinois, and said property is legally described on Schedule "A" attached hereto, make a part hereof, and incorporated herein be reference.

a. Upon the effective date of this agreement, Lois shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign, convey and release all of her right, title and interest in the above industrial building located at 7326 North Ridgeway,

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Skokie, Illinois.

b. With respect to said industrial building, John and his co-owner, Joseph Cesna, shall assume all responsibility for first mortgage payments, tax escrow payments and insurance payments falling due at any time prior to the effective date of this agreement and he shall save and hold Lois harmless and indemnified thereon. John and his co-owner Joseph Cesna shall assume all responsibility for first mortgage payments, tax escrow payments and insurance payments falling due on or after the effective date of this agreement, and he shall save and hold Lois harmless and indemnified thereon.

CASH PAYMENT: Within ten (10) days after the Court's approval of this Marital Settlement Agreement, John shall pay Lois the sum of \$40,000.00 in full settlement of all matters of maintenance of the parties, rights of property of the parties, and all other rights growing out of the marital or any other relationship now or previously existing between the parties.

2. Furniture and furnishings

a. Except as provided below, all of the furniture, furnishings, works of art, and other personal property contained in the marital residence of the parties as noted above shall be the sole and exclusive property of John, and Lois shall have no further right, title or interest therein.

b. A list of the excepted personalty that shall be the sole and exclusive property of Lois, free and clear of any interest in John, is set forth in Schedule "B" attached hereto, make a part hereof and incorporated herein by reference.



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c. Lois shall remove any personalty belonging to her which is located in the marital residence of the parties before or at the time she is to give up possession of the residence as hereinbefore set forth.

d. Except as provided below, all of the furniture, furnishings, works of art, and other personal property contained in the summer residence of the parties as noted above shall be the sole and exclusive property of Lois, and John shall have no further right, title or interest therein.

e. A list of the excepted personalty that shall be the sole and exclusive property of John, free and clear of any interest in Lois, is set forth in Schedule "B" attached hereto, made a part hereof and incorporated herein by reference.

f. John shall remove any personalty belonging to him which is located in the summer residence of the parties before or at the time he is to give up possession of the residence as hereinbefore set forth.

3. Stocks and Bonds

a. Lois shall keep as her sole property, free and clear of any interest therein by John, all of the stocks and bonds presently in her possession. In those instances where it is necessary for John to execute any documents to release his right, title or interest in those stocks or bonds to Lois or her nominee, he shall do so upon demand. A list and description of those stocks and bonds is set forth in Schedule "C" attached hereto, made a part hereof and incorporated herein by reference.

b. John shall keep as his sole property, free and clear of any interest therein by Lois, all of the stocks and bonds

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presently in his possession. In those instances where it is necessary for Lois to execute any documents to release his right, title or interest in those stocks or bonds to John or his nominee, she shall do so upon demand. A list and description of those stocks and bonds is set forth in Schedule "C" attached hereto, made a part hereof and incorporated herein by reference.

4. Checking and Savings Accounts and Certificates of Deposit.

a. Lois shall keep as her sole property, free and clear of any interest of John, all of the funds on deposit held by Lois in any bank or savings and loan association or depository or safety deposit box and standing in her name or that of her nominee, or Lois and any third party. John shall execute, upon demand by Lois, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

b. John shall keep as his sole property, free and clear of any interest of Lois, all of the funds on deposit held by John in any bank or savings and loan association or depository or safety deposit box and standing in his name or that of his nominee, or John and any third party. Lois shall execute, upon demand by John, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

5. Automobiles: Upon the effective date of this agreement, if not already accomplished, John shall have assigned to Lois all outstanding interests held by him or any other parties in and to the 1982 automobile presently in the possession of Lois. This automobile shall be the sole property of Lois.

6. Individual Retirement Accounts: Each party shall be the sole owner of any Individual Retirement Account in his or her name.

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7. Individually Controlled Properties: Except as otherwise provided in this agreement, each of the parties hereto agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or control upon the date of this agreement, including in said property, but not limited by, all choses in action, bank balances, interests in trust, contract rights, causes of action as to third parties, letters of credit, interests in insurance policies, tax shelters, licenses, patents, copyrights, security interests, interests in crops and mineral rights, chattels, pension, profit sharing, retirement and disability benefit rights, and all other property, both real and personal, together with any liabilities associated therewith.

8. Miscellaneous Personal Property

a. Lois shall keep as her sole property, free and clear of any interest held or claimed by John, all of the jewelry, clothing and other personal belongings presently held or possessed by her.

b. John shall keep as his sole property, free and clear of any interest held or claimed by Lois, all of the jewelry, clothing and other personal belongings presently held or possessed by him.

ARTICLE III

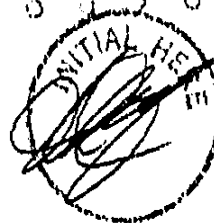
Taxes and Tax Returns

1. Lois and John shall execute joint federal and state income tax returns for the year 1984. Regarding these, as well

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as all previous joint tax returns filed by the parties, John and Lois agree as follows:

a. John represents and warrants to Lois that he has heretofore duly paid and will pay all income taxes, state and federal, on all joint returns heretofore filed by the parties; and that he has paid or will pay all interest and penalties due and owing with respect thereto.

b. Lois represents and warrants that she has previously furnished to John all information relating to her income and deductible expenses for all years for which the parties have filed joint tax returns. Lois also agrees, at John's request, to furnish him with all records of income and deductible expenses including, but not limited to checks, bank remittances, certified checks, cashier's checks and all other documents or receipts evidencing the receipt of taxable income, the payment of any deductible expense for any tax year in which the parties have filed or will file a joint tax return and for the current tax year through the effective date of this agreement.

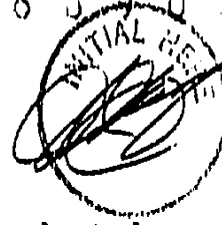
c. If there is a deficiency assessment in connection with any of the aforesaid joint returns heretofore or hereafter filed, John shall notify Lois immediately in writing. He shall pay the amount ultimately determined to be due thereon, together with interest and penalties, and any and all expenses that may be incurred if he decides to contest the assessment.

d. John shall have the sole option to contest any deficiency assessment received in connection with the filing of joint returns by the parties. In the event John so elects, Lois

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hereby agrees to cooperate fully with John's selected representative in contesting said assessment, including execution of any and all necessary documents, supplying of any and all records and information and the furnishing of testimony, if necessary and appropriate, in pursuing the said contest.

e. John shall in all respects indemnify Lois against, and hold her harmless from, any deficiency assessment or tax lien arising out of any joint return heretofore or hereafter filed by the parties, as well as any damages and expenses whatsoever incurred by Lois in connection therewith. John's liability hereunder will survive his demise and shall constitute a charge against his estate. John shall keep Lois fully informed of any and all actions taken by him with respect to a deficiency assessment.

f. Should John hereafter deem it necessary or advisable to file an amended joint State or Federal tax return for any previous year or years, Lois agrees to execute such returns. Lois's agreement to execute is conditioned upon John's providing Lois with a written agreement that any Amended Tax Return she is to file is accurate and correct. Further, John shall fully indemnify Lois with respect to any such return to the same extent and respect as any other joint tax return referred to in this paragraph or any subsections hereof.

g. If there is a refund from any of the aforesaid joint returns, except as otherwise provided in this Agreement, said refund shall be the sole and separate property of John and John shall be entitled to endorse said refund check on behalf of Lois.

2. Each party agrees to submit to the other copies of all

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documents that are in their respective possessions which may be used to determine the basis or cost for federal income tax purposes of any property transferred between the parties. Each party shall furnish to the other any computations or work papers used by them or their accountants in determining a cost or basis and gain or loss for the sale, exchange or transfer of property not previously reported for Federal Income Tax purposes.

ARTICLE IV

Miscellaneous Provisions

1. Debts and Obligations: Each party warrants that he or she has not incurred any debts or liabilities with third parties for which the other party would be liable, except for those debts and liabilities incurred in the ordinary course of living, which shall be paid by the party who incurred each such debt or liability. Each party agrees with the other party that he or she will not at any time hereafter contract any debt or liability whatsoever with third parties for which the other, or his or her legal heirs, representatives and assigns, or his or her property or estate shall become liable. Each party agrees with the other party at all times to keep the other party, his or her heirs, personal representatives and assigns, free, harmless and indemnified of and from any claims, debts, charges or liabilities hereafter contracted by himself or herself with third parties.

2. Financial Declarations of Parties: John has made available to Lois and her counsel all books, records, financial documentation and business and personal records reflecting upon his income, resources, assets and liabilities. Disclosures of all information

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and data relating to John's financial status have been made fully and completely and as requested by Lois or her representatives. To the extent requested by John, Lois has made available to John all financial data that relates to her and John acknowledges Lois's full compliance therewith. Both parties acknowledge the accuracy and completeness of their financial disclosures to the other and further acknowledges their reliance on the financial representations of the other in entering into the financial, property, and other provisions contained in this agreement.

3. Attorneys' Fees: The parties hereby agree that each of them will pay any and all remaining attorneys' fees, court costs and expenses due their respective attorneys upon the entry of a Judgment for Dissolution of Marriage herein, arising out of this pending marital action or the negotiation and drafting of this agreement, both parties hereby reciprocally saving the other harmless of and from any further responsibility therefor.

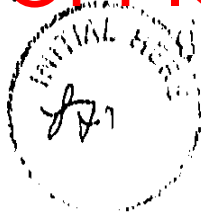
ARTICLE V

General Provisions

1. Execution of Documents: Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver 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 several properties of said parties in the manner herein agreed

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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 expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated 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. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, 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 said parties hereto, under any present or future law, 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, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or .

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contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree 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 to effect or evidence such release, waiver, relinquishment or extinguishment 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 provisions of this agreement, or the rights of either party under this agreement.

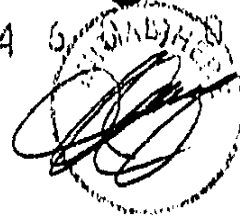
3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property 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

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the surviving party hereafter to apply for letters 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 though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

4. Amendments to be in Writing: This agreement may only be amended or modified by mutual agreement of the parties. Any such amendment or modification shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this agreement.

5. Provisions Not Amendable by Future Court Action: The parties hereto agree that this agreement and all of its provisions are intended to settle any and all rights and claims of any nature which either party has against the other, that its various provisions are interdependent, and this agreement shall not henceforth be subject to the power of any court to alter or amend the terms thereof, except by mutual agreement of the parties.

6. Descriptive Headings: The descriptive headings used herein



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are for convenience in reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the parties.

7. Severability Clause: 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, illegal or unenforceable, the remainder shall not be affected thereby and shall continue in full force and effect.

8. Entire Agreement Provision: 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.

9. Illinois Law: This agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of Lois or John.

10. Agreement Binding Upon Heirs, Personal Representatives and Assigns: This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, personal representatives and assigns.

11. Effective Date of Agreement: This agreement shall be submitted to the Court for its approval in connection with the aforementioned pending action for dissolution of marriage, but it shall not be set forth, incorporated or merged in any Judgment for Dissolution of Marriage granted to the parties. Upon entry of a Judgment for Dissolution of Marriage in the pending action,

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this agreement shall become effective, but in no event shall this agreement be effective or of any validity unless and until a Judgment for Dissolution of Marriage is entered in the pending action. Upon entry of such Judgment, this agreement shall be subject to enforcement by either party as in the case of any other contract or agreement, and this agreement shall have independent legal significance without the ambit of said Judgment. 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.

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


LOIS FARRENKOPF


JOHN FARRENKOPF

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SCHEDULE "A"
(LEGAL DESCRIPTIONS)

This schedule, attached to Marital Settlement Agreement, by and between Lois A. Farrenkopf and John Farrenkopf, is made a part of that agreement as though fully set forth therein.

MARITAL RESIDENCE: Commonly known as Box 2229 RFD, Long Grove, Illinois, and legally described as follows:

Lot 24 in Long Grove Country Club Estates, Unit No. 1, a Subdivision of part of the South 1/2 of Section 25 and the North 1/2 of Section 36, Township 43 North, Range 10, East of the 3rd Principal Meridian, according to the plat thereof, recorded December 19, 1962 as Document 1171796, in Book 37 of Plats, page 64, in Lake County, Illinois.

SUMMER RESIDENCE: Commonly known as Rt. #4, Greenview Drive, Lake Geneva, Wisconsin, and legally described as follows:

Lots 6 and 7 in Block 2 in the Subdivision known as Sunset Hills, situated in Section 4, Town 1 North, Range 17 East, Walworth County, Wisconsin.

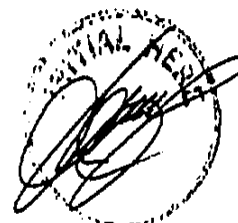
OAKTON STREET INDUSTRIAL BUILDING: Commonly known as 3620 Oakton Street, Skokie, Illinois, and legally described as follows:

Lots 13, 14, 15 and 16 in Block 1 in Engels Oakton Street Subdivision of that part lying East of Prairie Road of Lot 7 of Superior Court Partition of the South West 1/4 of Section 23, Township 41 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois.

RIDGEWAY AVENUE INDUSTRIAL BUILDING: Commonly known as 7326 North Ridgeway, Skokie, Illinois, and legally described as follows:

Lot 119 in Krenn and Dato's West Rogers Park L. Subdivision of the North half of the South East quarter of the South West quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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SCHEDULE "B"

RE: FARRENKOPF DISSOLUTION

PERSONALTY OF LOIS A. FARRENKOPF
FROM THE LONG GROVE RESIDENCE

1. EXERCYCLE
2. ALL FAMILY PHOTOS, PORTRAITS AND MEMENTOS
3. DINING ROOM CHINA CABINET/BUFFET
4. ALL GOBLETS, CHINA
5. GREEN/WHITE LOVE SEAT, OTTOMAN AND TABLES IN BEDROOM

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SCHEDULE "C" (STOCKS AND BONDS)

1. One-thousand (1,000) shares of Imperial Tool and Manufacturing Company common stock held in the name of Lois A. Farrenkopf and John P. Farrenkopf jointly. (These 1,000 shares belong to Lois A. Farrenkopf).
2. One-thousand (1,000) shares of Imperial Tool and Manufacturing Company common stock held in the name of Lois A. Farrenkopf and John P. Farrenkopf jointly. (These 1,000 shares belong to John P. Farrenkopf).
3. Two-hundred and fifty (250) shares of M.J.F. Manufacturing Corp. common stock held in the name of Lois A. Farrenkopf. (These 250 shares belong to Lois A. Farrenkopf).



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Cook County Clerk's Office

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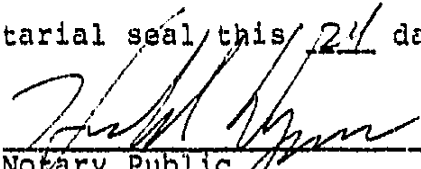
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared LOIS FARRENKOPF, personally known to me and known to me to be the same person who executed the foregoing 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 24 day of ~~April~~, 1985.

Jane



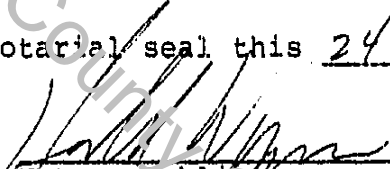
Notary Public

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

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared JOHN FARRENKOPF, personally known to me and known to me 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 therein set forth.

Given under my hand and notarial seal this 24 day of ~~April~~, 1985.

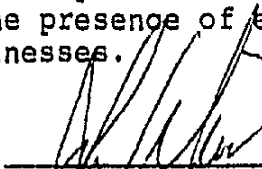
John



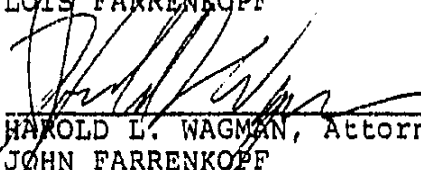
Notary Public

ATTESTATION

On the date first above written, LOIS FARRENKOPF and JOHN FARRENKOPF, known to us to be the persons whose signatures appear at the end of the foregoing Agreement, freely and voluntarily signed the Agreement in our presence and, at their request and in their presence and in the presence of each other, we now sign our names as attesting witnesses.



JOHN WINAND, Attorney for
LOIS FARRENKOPF



HAROLD L. WAGON, Attorney for
JOHN FARRENKOPF

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mixed of whatsoever kind or nature 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 is expressly set forth in the aforesaid Agreement, is forever barred and terminated.

E. That this Court expressly retains the jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of the Marriage, including all and singular the terms and provisions of the Agreement made in writing by and between the parties hereto under the date of the 24th day of June, 1985, as heretofore set forth.

ENTER:

JUDGE

DATE:

JUN 24 1985 CLERK OF COURT COOK COUNTY, ILL.	<i>DVF</i>
JUN 24 1985	

APPROVED:

Lois A. Farrenkopf
LOIS A. FARRENKOPF, PETITIONER

John P. Farrenkopf
JOHN P. FARRENKOPF, RESPONDENT

THIS DOCUMENT WAS PREPARED BY:
JOHN H. WINAND
KARM & WINAND
Attorney for Petitioner
800 Waukegan Road
Glenview, Illinois 60025
(312) 724-5150

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

in a certain cause lately pending in said Court, between
LOIS A. FARRENKOPF plaintiff/petitioner
and JOHN R. FARRENKOPF defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 24th
day of JUNE 19 85

Morgan M. Finley Clerk

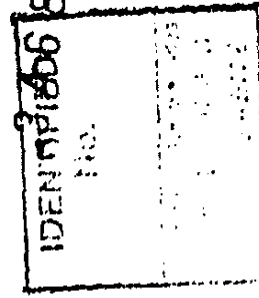
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REGISTRAR OF TITLES

IDENTIFICATION NO. 8905



TICOR TITLE INSURANCE
69 WEST WASHINGTON ST. CHICAGO, ILL. 60602
BOX 20 5336
TTI

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Vest

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