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Certificate No. 761425 Document No. 174776F

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 761425 indicated affecting the
following described premises, to-wit:

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 1-8 1986.

Richard J. Schellow
Atty

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LOT SIXTY FOUR - - - - - (64)

In Blackhawk Manor Subdivision being a Subdivision of part of Sections 6 and 7 Township 41 North, Range 9, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number 1461777.

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*Commonly known as 1191 Heanatha
Drive, Elgin, Illinois 60120*

Permanent Index to 06-06-110-010-0000

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715-581

STATE OF ILLINOIS)
)ss
COUNTY OF K A N E)

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IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

HENRY W. KAISER,

Plaintiff,

and

Gen. No. D KA 84 1833

GLORIA M. KAISER,

Defendant.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER having come before the court on the verified
Petition for Dissolution of Marriage filed by the Plaintiff
HENRY W. KAISER, and the Defendant, GLORIA M. KAISER, having
filed her Appearance in this cause, and the parties having
appeared before the court in person and by their counsel, and
having stipulated that the plaintiff be granted leave to amend
his complaint on its face, to add grounds of irreconcilable
differences, and the parties having further stipulated that this
cause be heard as an uncontested matter, and, the court having
heard the testimony of the parties in open court, and, being now
fully advised in the premises;

THE COURT FINDS AS FOLLOWS:

1. That this Court has jurisdiction over the parties hereto and the subject matter hereof.
2. The Plaintiff was domiciled in the State of Illinois at the time that the Petition for Dissolution of Marriage was commenced, and had maintained a domicile in the State of Illinois

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continuously for 90 days next preceding the making of the findings herein.

3. The Plaintiff, HENRY W. KAISER is fifty-^{Five}~~two~~ years of age and resides at 1181 Hiawatha Street in the City of Elgin, County of Kane and State of Illinois; the Plaintiff is employed by Eby-Brown.

4. The Defendant, GLORIA M. KAISER is fifty-two years of age and resides at 13A Algonquin, in the City of Elgin, and State of Illinois. The Defendant is employed by David Cook Publishing Company.

5. The Plaintiff, HENRY W. KAISER, and the Defendant, GLORIA M. KAISER, were lawfully married on November 18, 1950 in the City of Elgin, County of Kane and State of Illinois, and said marriage was registered in Kane County, Illinois.

6. Four children were born to the marriage of the parties: STEVEN A. KAISER, AGE 30; ROBERT W. KAISER, age 28; J. ARTHUR KAISER, age 26; and CAROL ANN KAISER, age 24. No children were adopted by the parties and the Defendant is not presently pregnant.

7. The parties have lived separate and apart for a period in excess of six months prior to the hearing herein, and have entered into a written stipulation waiving the requirement under Chapter 40, Ill. Rev. Stat. Sec. 401 (a), of living separate and apart for a continuous period in excess of two years.

8. Irreconcilable differences have caused the irretrievable breakdown of the marriage, and further attempts at reconciliation would be impracticable and not in the best interests of the

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family.

9. That the Plaintiff has proved the material allegations in her Petition for Dissolution of Marriage by substantial, competent, and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein;

10. That the parties hereto have entered into a written Marital Settlement Agreement dated July 15th, 1985, concerning the questions of 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 the 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; and it is not unconscionable and ought to receive the approval of this Court. Said Agreement is hereby incorporated into and made a part of this Judgment of Dissolution of Marriage and it is in words and figures as follows:

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STATE OF ILLINOIS)
) ss
COUNTY OF K A N E)

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is dated this 15th day of July, 1985 by and between GLORIA M. KAISER (hereinafter "Gloria") and HENRY W. KAISER (hereinafter "Henry").

ARTICLE I

Right of Action

1. This Agreement is not one to obtain or stimulate a divorce or dissolution of marriage.
2. Gloria reserves the right to prosecute any action for divorce which she has brought or may hereinafter bring and defend any action which may be commenced by Henry. Henry reserves the right to prosecute any action for divorce which he may hereinafter bring or defend any action which may be commenced by Gloria.

ARTICLE II

Former Marital Residence

1. The parties agree that within 60 days of the date of any judgment for dissolution of marriage between the parties, Henry will do one of the following:

- (a) Pay the sum of \$28,000 to Gloria Kaiser, or
- (b) List the parties' former marital residence located at 1181 Hiawatha Drive, Elgin, Illinois, for sale with a licensed real estate broker or firm who is a member of a multiple listing service at a price not exceeding the fair market value of the property.

2. Upon, or simultaneously with a payment of \$28,000.00 to Gloria pursuant to paragraph 1(a) above, Gloria shall execute a good and recordable quit-claim deed, conveying all of her right, title and interest in the former marital residence at 1181 Hiawatha Drive, Elgin, Illinois to Henry.

3. If Henry fails to pay Gloria \$28,000.00 in accordance with Paragraph 1 (a) above, then the property shall be sold pursuant to Paragraph 1 (b), and the net proceeds of such sale divided equally between the parties. The "net proceeds of sale" shall consist of the gross sales price, less the title expense, attorneys' fees, and revenue stamp expense, tax proration or

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other customary and reasonable closing costs. Both parties agree to join in executing any deed, bill of sale, revenue declaration, affidavit or other document which may be necessary to effect such a sale.

ARTICLE III

Gloria's Current Residence

Henry agrees that within 30 days after the entry of any Judgment of Dissolution of Marriage between the parties, he will execute a good and recordable quit claim deed conveying any interest which he may have, or hereafter accrue, in or to the residence now occupied by Gloria, and commonly known as 1354 Algonquin, Elgin, Illinois, to Gloria.

ARTICLE IV

Personal Property

1. The following shall become the sole and exclusive property of Henry free and clear of any right, title or interest of Gloria, upon entry of any Judgment for Dissolution of marriage between the parties:

One lawn crypt and space at Lakewood Memorial Park

1980 Buick Regal automobile

Henry's IRA account (approx. \$13,178.00)

Prudential/Bache High yield Municipals
(Prudential Bache 587.700 shares; approximately \$7980.00)

Furnishings, etc. located at 1181 Hiawatha Drive,
(other than dishwasher and other items specified
in Paragraph 2 below).

2. The following shall become the sole and exclusive property of Gloria, free and clear of any right title or interest of Henry, upon entry of any judgment for Dissolution of Marriage between the parties:

Gloria's IRA account (approx. \$7,263.00)

1979 Chevy automobile

Insurance Annuities (approximately \$6390.00); within 14 days of the date of this agreement, Henry shall provide Gloria with proof that the insurance annuities to be transferred to her have a current cash value of at least \$7980.00. A Certificate of Deposit (savings account) at Rome Federal Savings and Loan Association of Elgin

value. If the insurance annuities which Gloria is to receive, has a cost (current) of less than \$7,980., then Gloria shall receive the Prudential/Bache Municipals, instead, and Henry will get the annuities.

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One lawn crypt and space at Lakewood Memorial Park (Henry shall do every, but necessary, to transfer title to the lawn crypt, within 30 days, after entry of judgment herein; Old couch at former marital residence

Piano

Microwave

Dining table

Hutch

Dishwasher

All items of personal property located at her current residence

within 30 days of A

★ AK

3. Upon entry of any Judgment for Dissolution of Marriage between the parties, the parties shall transfer or otherwise assign their ownership in their camper trailer into tenancy in common; they will share equally in the use and enjoyment of said camper trailer thereafter, except that upon the death of either party, the other party shall promptly sell such camper trailer, and pay 1/2 of the net proceeds of such sale to the estate of the deceased party; further, either party shall have the right to require that the camper trailer be sold, at any time, and upon such a determination by either party, the other party shall join in executing any endorsement, or other documents necessary to effect the sale. Upon such a sale of the camper trailer, the net proceeds of such sale, shall be divided equally between the parties.

ARTICLE V

Insurance

1. The following insurance policies are agreed to be non-marital property of Henry, and shall be the sole and exclusive property of Henry: Prudential policy 401 233 534 (\$500.00); PRUDENTIAL POLICY 440 922 833 (\$303.00)

2. The Equitable Life Assurance Society policy #13-264-051 (\$1,000.00) is agreed to be non-marital property of Gloria, and shall be the sole and exclusive property of Gloria.

3. Prudential policy D 46483510 (\$1,000.00) shall be come the sole and exclusive property of the parties' daughter, CAROL KAISER, upon the entry of any judgment for dissolution of marriage between the parties.

4. To the extent that either of the following policies have a current cash value, Henry will either pay Gloria an amount equal to one-half of the current cash (surrender) value of the

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policy, or Henry will cash in the policy, and give Gloria one-half of the proceeds: his his veterans insurance (Veterans Insurance FUI 5989626, face value of \$7,000.00); Prudential policy 29-115-500 (face value (\$5,000.00); Prudential policy D 483833.15 (face value \$5,000.00). If the policies mentioned in this paragraph did not have a cash surrender value, either on the date of this agreement, or at the time of the parties' separation, then Henry may retain said policies as his sole and exclusive property without paying anything to Gloria with respect to the policies mentioned in this paragraph. Henry shall provide copies of the policies, and current statements thereon, to Gloria, within 30 days of this Agreement.

ARTICLE VI

Henry's Pension

1. The parties acknowledge that Henry has pension rights through his employer, Eby Brown, with a current balance of approximately \$87,500.00.

2. Gloria shall receive a portion of each and every payment or pay-out on the Eby Brown pension plan, to be determined as follows: Gloria's share of each payment or pay-out shall be one-half of the sum determined by multiplying the amount of the payment or pay-out, by a fraction whose numerator is the number of months of marriage during which benefits were being accumulated and whose denominator is the total number of months during which benefits were accumulated prior to the divorce.

3. The parties agree that Gloria's attorney shall prepare a Qualified Domestic Relations Order which shall then be served upon Eby Brown; Henry agrees to provide Gloria's attorney with any further information necessary to prepare such an order.

ARTICLE VII

Maintenance

Each party waives any right to, claims for, or entitlement to maintenance or alimony from the other party. Each party acknowledges that by so doing, he or she gives up the right to go before any court in any state to seek maintenance. Each party acknowledges that they waive maintenance as their free and voluntary act.

ARTICLE VIII

Marital Debts

1. Henry shall pay, and be solely responsible for real estate taxes upon the former marital residence at 1181 Kiewatha Drive, Elgin, Illinois, and shall pay and hold Gloria harmless on

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* through May 30, 1985. * MK

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any loans, expenses or liabilities incurred in connection with, relating to, or for maintenance on the former marital home, home improvements on the former marital home, or furnishings or appliances purchased for the former marital home, including any balance due and owing to Home Federal Savings and Loan of Elgin, on the loan for electric wiring.

2. Gloria shall pay and be solely responsible for, any debts or liabilities incurred as a result of her purchase of an interest in the residence at 1354 Aigonquin, Elgin, Illinois.

3. Gloria shall pay and hold Henry harmless on the auto loan from First National Bank of Elgin, secured by a security interest in 1979 Chevy (which Henry has represented to have an approximate loan balance of \$1636.00); Henry shall pay and hold Gloria harmless on, the auto loan from the First National Bank of Elgin, secured by a security interest in the 1980 Buick Regal automobile (which Henry has represented to have an approximate loan balance of \$3,394.32).

4. With respect to any other debts or liabilities, incurred after to the parties separation, each party shall be solely responsible for, and shall hold the other party harmless on, any debts or liabilities which they have caused or incurred subsequent to separation.


ARTICLE IX

Attorneys Fees

1. Gloria shall pay, and be solely responsible for the fees and costs incurred to the law firm of Brady, McQueen, Martin, Collins and Jensen, in the negotiations and preparation of the Agreement, or in connection with any proceedings for dissolution of marriage.

2. Henry shall pay, and be solely responsible for the fees and costs incurred to the law firm of Steffen and Sheldon, in the negotiations and preparation of this Agreement, or in connection with any proceedings for dissolution of marriage.

IN WITNESS WHEREOF, the parties have placed their hands and seals this 15th day of July, 1985.



GLORIA . KAISER



HENRY W. KAISER

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ON MOTION OF THE ATTORNEYS FOR THE PLAINTIFF, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the parties hereto are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, HENRY W. KAISER, and the Defendant, GLORIA M. KAISER are hereby dissolved.

2. That the Marital Settlement Agreement between the Plaintiff and the Defendant, entered into on the 11th day of March, 1988, are hereinabove set forth in full, is hereby made a part of this Judgment of Dissolution of Marriage, and all of the provisions of said Agreement are presently ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if 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 this Agreement.

3. That each of the parties hereto shall promptly, upon demand of the other party, execute and deliver to such other party any and all documents which may be necessary to effectuate and fulfill the terms of this Judgment.

4. That any right, 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, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship existing between the parties hereto, except as expressly set forth in the

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aforesaid Agreement, is forever barred and terminated.

5. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Settlement Agreement, made in writing between the parties hereto, dated the 15th day of July, 1985, as hereinabove set forth.

ENTER: *Meredith Eric*

A true copy of the original on file in my office.
Attested to this 13th day of Nov, 1985

Jan E. Carlson
Clerk of the Circuit Court 16, Judicial Circuit
Kane County, Illinois

By *Nancy Smith*
Deputy Clerk

A true copy of the original on file in my office.
Attested to this AUG 06 1985

Chris Smith
Deputy Clerk

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Brady, McQueen, Martin,
Collins & Jensen
60 Fountain Square
P.O. Box 807
Elgin, IL 60121-0807
(312) 698-2000
Attorneys for Defendant

