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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

PLEAS, before the Honorable . . . . . EVERETT A. BRADEN  
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 . . . . . March 18th  
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 . . . . . EVERETT A. BRADEN  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*Morgan M. Finley*  
*[Signature]*

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MAR 18 1985 JUDGE: EVERETT A. GOLDEN CLERK: <i>[Signature]</i>
----------------------------------------------------------------------

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

IN RE: THE MARRIAGE OF )  
 )  
 NANCY M. MURPHY, )  
 )  
 Petitioner, )  
 )  
 and )  
 )  
 DENNIS P. MURPHY, )  
 )  
 Respondent. )

NO: 85D05139

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard from the regular trial call of contested cases for Dissolution of Marriage upon the duly verified Petition for Dissolution of Marriage of the petitioner, NANCY M. MURPHY, the respondent, DENNIS P. MURPHY, having filed his Response thereto, the petitioner being personally present in open Court and represented by her counsel, JERRY S. GOLDBERG of MAMMAS AND GOLDBERG, LTD., and the respondent representing himself pro se, and the Court now being fully advised in the premises,

DOTH FIND:

1. That this Honorable Court has jurisdiction over the parties hereto and of the subject matter hereof.
2. That the petitioner is now, and has been for more than ninety (90) days immediately preceding the entry of this Judgment for Dissolution of Marriage, an actual resident and domiciliary of the State of Illinois.

AGREEMENT ATTACHED

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3. That the petitioner and the respondent were lawfully married on, to-wit: the 4th day of March, 1973, at Chicago, Illinois, which said marriage was there duly registered.

4. That no children were born to the parties as a result of their marriage; that no children were adopted by the parties as a result of their marriage and the petitioner is not now pregnant.

5. The parties hereto have lived separate and apart for a continuous period in excess of six (6) months and the written Stipulation of the parties, waiving the statutory requirement that the parties have lived separate and apart for a continuous period in excess of two (2) years, has been filed with the Clerk of the Court. That irreconcilable differences have caused the irretrievable breakdown of the marriage and future attempts at reconciliation would be impracticable and not in the best interests of the family.

6. That the parties hereto have entered into an written Agreement entered into on the 1st day of March, 1986, settling and disposing between themselves the questions of support and maintenance, certain proprietary rights inhering in them respectively arising out of the marital relationship heretofore existing between them, and of the payment of attorneys' fees and costs.

7. That said written Agreement, signed by the petitioner and the respondent is set forth by and between NANCY M. MURPHY, hereinafter referred to as wife and DENNIS P. MURPHY, hereinafter referred to as husband which is in words and figures as follows:

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 1985, by and between NANCY M. MURPHY, hereinafter referred to as "wife", and DENNIS P. MURPHY, hereinafter referred to as "husband", both parties being residents of the County of Cook and the State of Illinois.

WITNESSETH:

WHEREAS,

A. That the parties hereto were lawfully married on the 4th day of March, 1973, at Chicago, Illinois, and said marriage was there duly registered.

B. That no children were born to the parties hereto as issue of their said marriage; that no children were adopted by the parties hereto during the course of their marriage, and the wife is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties hereto, as a result of which they have separated and have been and are now, living separate and apart from each other and not as husband and wife.

D. That the wife has filed a Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois, known as Case Number \_\_\_\_\_, entitled, "IN RE: THE MARRIAGE OF NANCY M. MURPHY, Petitioner, and DENNIS P. MURPHY, Respondent." Said cause is still pending and undetermined.

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E. That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance, the respective rights of property arising out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has, or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. That the wife has employed and has had the benefit of counsel of JERRY S. GOLDBERG of the firm of MAMMAS AND GOLDBERG, LTD. as attorneys. That counsel for the wife has informed and advised the husband has an absolute right to seek and secure counsel on his behalf, and that he has declined to obtain counsel and has chosen to represent himself pro se.

G. That the parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, both directly and through furnishing of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

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1. INCORPORATION OF RECITALS

The foregoing recitals are hereby made a part of this Agreement.

2. RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The husband reserves the right to prosecute any action for dissolution of marriage which he may deem necessary or proper and to defend any action which the wife may bring or has brought.

3. CAPTIONS

The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.

4. GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

5. MUTUAL WAIVER OF MAINTENANCE

The parties hereto further mutually covenant and agree to waive any and all claims for maintenance or support as against each other, whether past, present or future, each party with the understanding that by said waiver,

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no claim for maintenance or support may be made at any time in any action brought by either the husband or the wife for dissolution of marriage, or otherwise, in which a Judgment may be granted to either of them; and, accordingly, each is forever barred from any claim for maintenance from the other.

8. DIVISION OF PROPERTY

A. 6118 North Lenox, Chicago, Illinois.

1. Husband and wife acknowledge that they own in joint tenancy the real estate commonly known as 6118 North Lenox, Chicago, Illinois. That the legal description of said real estate is appended hereto and incorporated by reference herein as Exhibit "A". Upon entry of a Judgment for Dissolution of Marriage herein, husband hereby covenants and agrees to convey all of his right, title and interest in and to said real estate to wife by Quit Claim Deed, same to be her sole and exclusive property.

2. Wife shall be solely responsible to satisfy and pay all outstanding real estate taxes as well as the outstanding first mortgage indebtedness attendant to the purchase of said real estate and agrees to indemnify and hold husband harmless for any liability he may incur thereon.

3. Husband hereby warrants and represents that he has not occasioned the filing of any lien, judgment, cloud, or other encumbrance against the title to said real estate other than the first mortgage indebtedness due Craigan Federal Savings and Loan and agrees to indemnify and hold wife harmless for any liability he may incur thereon. Husband hereby covenants and agrees that upon entry of a Judgment for Dissolution of Marriage he shall

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assign by appropriate documentation all of his right, title and interest in and to any title insurance policy, homeowners insurance policy, tax, and or mortgage escrow accounts attendant to said real estate, same to be the sole and exclusive property of wife.

B. 5151 North East River Road, Unit 329, Chicago, Illinois

1. Husband and wife hereby acknowledge that they own in joint tenancy the condominium apartment commonly known as 5151 North East River Road, Unit 329, Chicago, Illinois. That the legal description of said real estate is appended hereto and incorporated by reference herein as Exhibit "B". Upon entry of a Judgment for Dissolution of Marriage herein, wife hereby covenants and agrees to convey all of her right, title and interest in and to said real estate to husband by Quit Claim Deed, same to be the sole and exclusive property of husband.

2. Husband shall be solely responsible to satisfy and pay the outstanding first mortgage indebtedness and unpaid real estate taxes attendant to said real estate and agrees to indemnify and hold wife harmless for any liability incurred thereon. Wife hereby warrants and represents that the first mortgage indebtedness is current and that the first installment for the 1984 real estate taxes has been paid.

3. Wife hereby warrants and represents that she has not occasioned the filing of any lien, judgment, cloud, or other encumbrance against the title to said real estate other than the first mortgage indebtedness to Northwestern Savings and Loan Association and agrees to indemnify and hold husband harmless for any liability he may incur thereon.

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4. Upon entry of a Judgment for Dissolution of Marriage, wife hereby covenants and agrees to assign to husband by appropriate documentation all title insurance policies, homeowners insurance policies, tax and or mortgage escrow accounts same to be the sole and exclusive property of husband.

C. Bank Accounts

1. Wife shall retain as her sole and exclusive property free of any claim by husband the bank accounts and funds contained therein held in her name at Norwood Federal Savings and Loan and the checking account in wife's individual name at Gladstone-Norwood Trust and Savings Bank. Husband hereby waives and releases all of his right, title and interest in and to said bank accounts and funds contained therein same to be the sole and exclusive property of wife.

2. Husband shall retain as his sole and exclusive property free of any claim by wife the bank accounts and funds contained in the joint tenancy savings account at Uptown Federal Savings and Loan, two joint tenancy savings accounts and one joint tenancy checking account at Gladstone-Norwood Trust and Savings Bank. Wife hereby waives and releases all of her right, title and interest in and to said bank accounts and funds contained therein, same to be the sole and exclusive property of husband.

D. Automobiles

The husband shall retain as his sole and exclusive property, free of any claim by the wife, all and singular, his right, title, and interest in and to a certain 1981 Dodge Colt and 1951 Ford automobiles. The wife shall retain as her sole and exclusive property, free of any claim by the husband,

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all and singular, her right, title, and interest in and to a certain 1984 Audi automobile. That each of the parties hereto covenant and agree to save, indemnify, and hold the other harmless for any liability incurred relative to the purchase, licensing, or insurance of the automobiles each is to retain pursuant to the terms of this provision.

## E. Stock

Wife shall retain as her sole and exclusive property free of any claim by husband all shares of stock in Bio Met now standing in the name of husband. Upon entry of a Judgment for Dissolution of Marriage herein, husband hereby covenants and agrees to assign by appropriate documentation all shares of Bio Met stock standing in his name to wife, same to be her sole and exclusive property. Husband hereby waives and releases all of his right, title and interest in and to said shares of Bio Met stock.

## F. Retirement Funds/Employee Benefits

1. Wife shall retain as her sole and exclusive property free of any claim by husband, all individual retirement accounts, Keogh plans, and pension plans inclusive of the plan with the Illinois teacher retirement system now standing in her name or held for her benefit same to be her sole and exclusive property. Husband hereby waives all of his right, title and interest in and to said retirement funds.

2. Husband shall retain as his sole and exclusive property free of any claim by wife, all pension and or annuity funds, credit union funds, and deferred compensation plans held in his name or for his benefit, same to be the sole and exclusive property of husband. Wife hereby waives all of her right, title and interest in and to said retirement deferred and credit union funds.

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G. Property Settlement

1. Husband and wife hereby covenant and agree that wife shall pay to husband as and for an equitable equalization of the distribution of marital assets a sum of money determined pursuant to the following formula:

A. Husband and wife shall secure an appraisal of the real estate commonly known as 6118 North Lenox, Chicago, Illinois and 5151 North East River Road, Unit 329, Chicago, Illinois, said appraisals to be conducted by Marti Corcoran. Husband and wife hereby agree to be bound by the fair market value determinations of each parcel of real estate as determined by said Marti Corcoran.

B. Predicated upon the fair market valuations per said appraisals the net equity in each parcel of real estate shall be determined by deducting the outstanding mortgage balance due as of the date of February 1, 1985. The difference in the net equities shall be divided by <sup>two</sup> ~~four~~, which sum shall then be paid to husband by wife in equal monthly installments over a twelve month period commencing in the month in which a Judgment for Dissolution of Marriage is entered herein.

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7. PERSONAL PROPERTY/HOUSEHOLD FURNITURE, FURNISHINGS  
AND FIXTURES

A. Husband and wife shall each retain as their sole and exclusive property free of any claim by the other all articles of clothing and personal effects now in their respective possessions.

B. Wife shall retain as her sole and exclusive property free of any claim by husband all articles of household furniture, furnishings and fixtures now situated in and upon the real estate commonly known as 6118 North Lenox, Chicago, Illinois, excepting those items set forth and enumerated on Exhibit "C", same to be the sole and exclusive property of husband.

C. Husband hereby covenants and agrees that he shall remove those articles of household furniture, furnishings, fixtures and the like set forth on Exhibit "C" from the real estate commonly known as 6118 North Lenox, Chicago, Illinois on or before April 15, 1985. Said removal shall occur on a time and date mutually agreed upon by husband and wife.

D. Husband hereby covenants and agrees that wife shall bear no responsibility for the loss, destruction and or damage to said articles of household furniture, furnishings, fixtures and the like to be removed by husband as set forth hereinabove.

8. DEBTS

A. Wife shall be solely responsible to satisfy and pay all debts incurred by her subsequent to the entry to a Judgment for Dissolution of Marriage herein. Wife shall further be solely responsible to pay the outstanding joint tenancy Master Charge account number 5211420059433148. Husband hereby

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warrants and represents that he has not incurred any charges on said Master Charge account and that he will be solely responsible for any charges incurred thereon by him subsequent to the entry of a Judgment for Dissolution of Marriage herein.

B. Husband shall be solely responsible to satisfy and pay any debts incurred by him subsequent to the entry of a Judgment for Dissolution of Marriage. Further, husband shall be solely responsible to satisfy and pay the outstanding indebtedness due Sears, Visa, and Marshall Fields and agrees to indemnify and hold wife harmless for any liability incurred thereon. In addition thereto, husband shall be solely responsible to satisfy and pay the outstanding student loan standing in his name and agrees to indemnify and hold wife harmless thereon.

9. ATTORNEYS FEES

Husband and wife shall be solely responsible to satisfy and pay all attorneys and court costs incurred by them respectively herein and agree to indemnify and hold the other harmless for any liability incurred thereon.

10. INCOME TAX

A. Husband and wife hereby acknowledge that they shall file joint federal and state income tax returns for the calendar year 1984. In this regard, wife shall be solely responsible to satisfy and pay any outstanding tax due relative to the filing of said income tax returns and agrees to indemnify and hold husband harmless for any liability incurred thereon.

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B. In the event that any additional tax, interest, deficiencies and or penalties are levied and or assessed relative to the filing of any joint income tax return by the parties hereto during the course of their marriage, then in that event, any tax, interest, deficiency and or penalty shall be paid by the party guilty of nondisclosure of income and or to whom a disallowed deduction is attributable with said party hereby agreeing to indemnify and hold the other harmless for any liability incurred thereon.

11. EXECUTION CLAUSE

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, 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 several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and effective 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.

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12. GENERAL PROVISIONS

A. Except as herein otherwise provided, the wife covenants and agrees that she will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which she now has or might hereafter assert in and to the property of the husband, real, personal, or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause.

B. The husband covenants and agrees that he will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which he now has, or might hereafter assert, in and to the property of the wife, real, personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, support and maintenance (whether past, present, or future), inheritance, and succession.

C. 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 quit claim and grant to the other, his or her heirs, personal representatives, and assigns, all rights of 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 relations existing between the 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, or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in

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any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or 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, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph; and further agrees 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 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 herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

D. 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 in 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 the surviving party hereafter to apply for

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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, and each of the parties hereto respectively reserves 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.

E. This instrument contains whole and entire the Agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair, just, and equitable with respect to each of them.

F. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

G. 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, the remainder shall not be affected thereby and shall continue in full force and effect.

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H. This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.

I. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

J. The provisions of this Agreement shall be non-modifiable except as herein provided.

13. UNAMENDABLE BY FUTURE COURT ACTION

The parties hereto agree that the contents of this Agreement and all the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the contents of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any Court to alter, amend, or modify the terms thereof pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Mary M. Murphy  
James P. Murphy

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared NANCY M. MURPHY, 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 14 day of March, 1985.

*[Handwritten Signature]*  
NOTARY PUBLIC



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STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK )

Before me, a Notary Public, in and for the County and State  
aforesaid, personally appeared DENNIS P. MURPHY, 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 14 day of March, 1985.

  
NOTARY PUBLIC

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## EXHIBIT A

3. The land referred to in the Commitment is described as follows:

LOT 11 IN BLOCK 7 IN BECKER'S EDGEWATER FOREST PRESERVE ADDITION, A SUBDIVISION OF LOTS 18, 19, 24 AND 25 IN BRONSON'S PART OF THE CALDWELL RESERVE IN SECTION 4, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

4. THE LAND COVERED BY THIS POLICY IS DESCRIBED AS FOLLOWS:

UNIT NUMBER 229, IN THE #147-5) NORTH EAST OLYMPIC ROAD CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE; (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 115.33 FEET OF THE NORTH 270.00 FEET, AS MEASURED ALONG THE EAST LINE THEREOF, OF THE WEST 611.00 FEET OF THE WEST 691.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF THE WEST 1/2 OF SAID SOUTH WEST 1/4; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4 TO THE NORTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 40 RODS; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTH WEST 1/4; THENCE NORTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT (A) TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1974 AND KNOWN AS TRUST NUMBER 21947, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 19, 1977, AS DOCUMENT LG 2975279; TOGETHER WITH AN UNDIVIDED 1.3761 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS

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## EXHIBIT C

### HOUSEHOLD FURNITURE, FURNISHINGS AND FIXTURES TO BE RETAINED BY DENNIS P. MURPHY

- Garage tools excluding lawn mower, edger, trimmer.
- Basement shelving unit.
- Arc lamp and clock (living room).
- Bedroom set.
- Rec. Room furniture, lounge chair, three tables, lamp, sofa bed.
- 25" cabinet TV.
- Desk and two book cases and lamp (office furniture).
- Model train, cars, baseball cards (acquired prior to marriage).
- Misc. small appliances, cook ware, dishes, and glasses.
- His bicycle.

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THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That the bonds of marriage heretofore existing between the petitioner, NANCY P. MURPHY, and the respondent, DENNIS P. MURPHY, be, and the same are hereby, dissolved pursuant to the statute of the State of Illinois in such case made and provided.

2. That the written Agreement heretofore made and entered into by and between the parties hereto under date of the 1st day of March, 1985, to which reference is hereinbefore made, settling and disposing of the questions of certain proprietary rights inhering in them respectively, be, and the same is hereby, in all respects approved, confirmed, incorporated, and merged into this Judgment, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

3. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of Marriage, including all and singular the terms and

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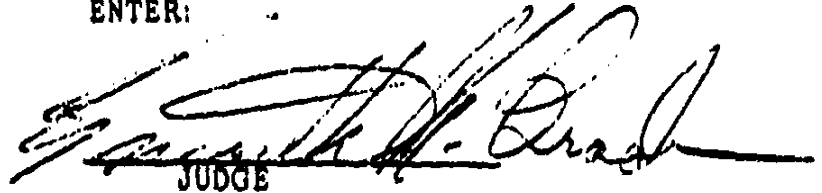


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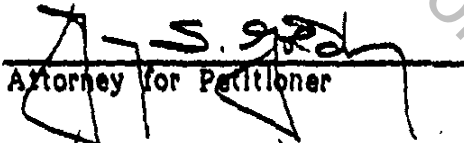
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provisions of the written Agreement made by and between the parties hereto.  
under date of the 1st day of March, 1985, as heretofore set forth.

ENTER:

  
JUDGE

APPROVED:

  
Attorney for Petitioner

  
Respondent Pro Se

MAMMAS AND GOLDBERG, LTD.  
Attorneys for Petitioner  
69 West Washington Street  
Suite 2252  
Chicago, Illinois 60602  
641-3800  
#11400

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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:**

3493031

In a certain cause lately pending in said Court, between . . . . .  
Nancy M. Murphy . . . . . plaintiff/petitioner  
and Dennis P. Murphy . . . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 16th . . . . .  
day of January 19 86

*Morgan M. Finley* Clerk

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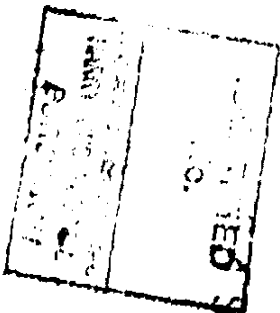
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THE AMERICA TITLE COMPANY  
823 W. Madison Street  
Chicago, Illinois 60602