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Attorn: MORGAN M. FINLEY, Clerk.

RICHARD J. ELROD, Sheriff

RICHARD M. DALEY, State's Attorney

Judge of the Circuit Court of Cook County.

PRESENT: - The Honorable

BENJAMIN J. KANTER

of the United States of America, the two hundredth and -TENTH

in the year of our Lord, one thousand nine hundred and -85 and of the Independence

Court, at the Court House in said County, and State, on -DECEMBER 20th

one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

PLEAS, before the Honorable

BENJAMIN J. KANTER

STATE OF ILLINOIS, COUNTY OF COOK

UNITED STATES OF AMERICA

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

IN RE THE MARRIAGE OF:)

NANCY MELICK,)

Petitioner,)

and)

GAIL M. MELICK,)

Respondent,)

and)

CONTINENTAL ILLINOIS CORPOR-)
ATION and its subsidiary,)
CONTINENTAL ILLINOIS)
NATIONAL BANK AND TRUST)
COMPANY OF CHICAGO,)

Additional Defendants.)

NO. 83 D 21338

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petition for Dissolution of Marriage of Petitioner, NANCY MELICK, and the Response thereto of Respondent, GAIL M. MELICK, as an uncontested matter, and Petitioner having appeared in open court in her own proper person and by her attorney, JOHN B. HIRSCH, and Respondent having appeared in open court by his attorney, DAVID H. LEVY of the firm FEIWELL, GALPER, LASKY & BERGER, LTD., and the Court having heard the sworn testimony of Petitioner and having received the other evidence offered by Petitioner in support of her Petition for Dissolution of Marriage and Respondent having offered no defense thereto, and the Court being fully advised in the premises, DOTH FIND:

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1. That at the commencement of this lawsuit Petitioner was a resident of the State of Illinois and that she has maintained such residence for more than ninety days immediately preceding the making of these findings.

2. That this Court has jurisdiction over the parties and the subject matter of these proceedings.

3. That the Petitioner and Respondent were lawfully married on August 29, 1953 in Stockton, Illinois, and that said marriage was registered in Jo Daviess County, Illinois.

4. That three children were adopted by the Petitioner and Respondent, namely, DANIEL E. MELICK, MARY N. MELICK, and MATHEW M. MELICK, all adults and emancipated; and that Petitioner is not pregnant.

5. That Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner, without cause or provocation by Petitioner.

6. That Petitioner and Respondent have entered into the written Agreement dated October 29, 1985, which is attached to this Judgment for Dissolution of Marriage and which provides for settlement, adjustment and determination of all their property rights, both marital and non-marital, and the other matters which are the subject of such Agreement; and that such Agreement has been presented to this Court for its consideration and approval, and the Court having considered such Agreement and the circumstances of Petitioner and Respondent, finds that such Agreement was freely and voluntarily entered into by Petitioner and Respondent, that such Agreement is not unconscionable and

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that such Agreement and all of its provisions merit the approval of this Court and should be incorporated into this Judgment for Dissolution of Marriage.

7. That Petitioner and Respondent have waived any rights which they may have to receive maintenance from one another, now or at any time in the future.

8. That Defendants, Continental Illinois Corporation and Continental Illinois National Bank and Trust Company of Chicago, represent that they have complied with the temporary restraining orders and the preliminary injunction entered and modified from time to time herein.

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

A. That Petitioner and Respondent are hereby awarded a Dissolution of Marriage, and that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the Agreement of the parties dated October 29, 1985, and all of its provisions are hereby expressly approved, with the same full force and effect as if such provisions were in this paragraph set forth verbatim as the judgment of this Court; further, that such Agreement and all of its provisions are hereby incorporated into and made a part of this Judgment for Dissolution of Marriage.

C. That Petitioner and Respondent are forever barred from asserting any claim for support or maintenance against one another.

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D. That this Judgment for Dissolution of Marriage and the terms and provisions of the Agreement dated October 29, 1985, incorporated herein shall be non-modifiable.

E. That Petitioner and Respondent shall each be entitled to retain as his or her sole and exclusive property one-half of all dividends payable after December 4, 1985, with respect to the shares of stock and assets referred to in paragraphs 7(g), 8(h) and 9 of the Agreement dated October 29, 1985 incorporated herein.

F. That Petitioner and Respondent are ordered and directed to execute, carry out and perform all of the terms and provisions of this Judgment and of the Agreement dated October 29, 1985, incorporated herein.

G. That the inchoate, or other right of dower, home-
stead, claim or title, contingent, reversionary or otherwise, and
any right of curtesy and descent, and all other rights and claims
of ~~each party~~ ^{Petitioner and Respondent} in and to the property of the other, real, personal
or mixed, shall be and the same are hereby forever relinquished,
released, barred and ended; that during their respective life-
times, Petitioner and Respondent may deal with his or her
separate estate as if they had never been married to each other,
and upon the death of either of them, the property, real,
personal or mixed, then owned by him or her shall pass by his or
her will, or under the laws of descent, free from any right,
statutory or otherwise, inheritance, dower, title or claim of the
other party, and as if they had never been married to one
another; that neither Petitioner nor Respondent shall at any time

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sue the other of them or his or her heirs, executors, administrators or assigns for the purpose of enforcing any of the rights relinquished, waived, discharged, released, barred and terminated hereunder; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by Petitioner or Respondent of the obligation on the part of the other party to comply with the provisions of this Judgment and the Agreement dated October 29, 1985, incorporated herein.

H. That the aforesaid preliminary injunction against defendants, Continental Illinois Corporation and Continental Illinois National Bank and Trust Company of Chicago, is hereby dissolved.

I. That defendants, Continental Illinois Corporation and Continental Illinois National Bank and Trust Company of Chicago, shall take whatever action may be necessary on their part to carry out the provisions of paragraphs 10 through 15 of the Agreement between Nancy Melick and Gary M. Melick dated October 29, 1985.

J. That this Court shall and it does reserve jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgment and the Agreement dated October 29, 1985, incorporated herein.

ENTER:

ENTERED CLERK OF THE CIRCUIT COURT JAN 14 1986 JUDGE JUSTICE BENJAMIN J. KANTER 1111
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APPROVED:

[Signature]
Attorney for Petitioner

FEIWELL, GALPER, LASKY & BERGER, LTD.

By: *[Signature]*
Attorneys for Respondent

CONTINENTAL ILLINOIS CORPORATION

By: *[Signature]*

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: *[Signature]*

JOHN B. HIRSCH, #04638
Three First National Plaza
Chicago, Illinois 60602
372-3276
Attorney for Petitioner.

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AGREEMENT

This marital settlement agreement ("Agreement") is made and entered into this 29th day of October, 1985 between NANCY MELICK, (the "Wife"), of Park Ridge, Illinois, and GAIL M. MELICK, (the "Husband"), of Burlington, Wisconsin.

RECITALS:

A. The parties were lawfully married on August 29, 1953, in Stockton, Illinois, and such marriage was registered in Jo Daviess County, Illinois.

B. Three children were adopted by the parties as a result of such marriage, namely: DANIEL E. MELICK, MARY N. MELICK, and MATTHEW M. MELICK, all adults and emancipated. The Wife is not pregnant.

C. Certain irreconcilable difficulties and differences have arisen between the parties, which have rendered impossible a continuation of their marital relationship, as a result of which the parties are no longer living together as husband and wife.

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D. The Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, Domestic Relations Division, entitled "IN RE THE MARRIAGE OF NANCY MELICK, Petitioner, and GAIL M. MELICK, Respondent, et al., #83 D 21338"; such action remains pending and undetermined.

E. The Wife has employed and had the benefit of counsel by JOHN B. HIRSCH as her attorney; the Husband has employed and had the benefit of counsel by the firm of FEIWELL, GALPER, LASKY & BERGER, LTD., as his attorneys.

F. The Wife warrants that she has made full disclosure to the Husband of all marital and non-marital assets known to her and her income therefrom and from all other sources.

G. The Husband warrants that he has made full disclosure to the Wife of all marital and non-marital assets known to him and his income therefrom and from all other sources.

H. Each of the parties warrants that he or she has no interest in any assets worth more than \$3,000 in the aggregate which are not expressly referred to in this Agreement.

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I. The parties consider it to be in their respective best interests to settle between themselves all rights, duties and property interests which may have arisen between them as a result of their marriage, including the question of maintenance.

J. Each party acknowledges that no representation has been made to him or to her by the other party or by the other party's attorney other than what is contained in this Agreement, and the parties, after considering the terms of this Agreement, acknowledge that the terms of this Agreement are fair and not unconscionable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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:

1. The foregoing Recitals are made a part of this Agreement.

2. This Agreement is not made to induce either of the parties to obtain or stimulate a Judgment for Dissolution of Marriage. The Wife reserves the right to prosecute the foregoing

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legal action and any other action she may hereafter bring, and the Husband reserves the right to defend the foregoing legal action and to initiate any other legal action he may elect.

3. If a Judgment for Dissolution of Marriage is entered with respect to the parties as a result of the aforesaid lawsuit or as a result of any other legal proceeding hereafter instituted by either party in any court, neither the Husband nor the Wife will ask the Court to allow him or her maintenance, each party being able to adequately provide for his or her respective support and maintenance, and it being the desire of each party, forever, to waive and release any right or claim to maintenance or support from the other party that he or she may have.

4. Upon the effective date of this Agreement, the Husband shall convey to the Wife by a quit-claim deed all of his right, title and interest in the parties' marital home located at 909 Belle Plaine, Park Ridge, Illinois, which is legally described in Exhibit A attached hereto. The Husband warrants that no lien or encumbrance exists against this property resulting from any act or omission on his part, and he agrees that if any such lien or encumbrance does exist as of the effective date of this Agreement, he will promptly pay whatever indebtedness and take such other actions as may be required to remove such lien or encumbrance.

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5. Title to the property located at 2325 Back Road, Burlington, Wisconsin (which is legally described in Exhibit B attached hereto), is presently held in the name of the Husband. Such property shall belong to the Husband as his sole and exclusive property, subject to the following terms and conditions:

a) The Husband shall be entitled to use and possession of said property so long as he may wish, except that said property shall be sold upon the Husband's death if then still owned by him, unless the Wife's rights are purchased pursuant to the provisions of subparagraph h below.

b) The Husband warrants that there are presently no liens or encumbrances against said property, and agrees that he will do nothing by act or omission to create any lien or encumbrance against said property before it is sold, and that he will not sell, pledge, transfer or otherwise convey any interest in said property for any purpose whatsoever, except pursuant to the provisions of this paragraph; provided, however, that the Husband shall be permitted to place a mortgage on said property in an amount not to exceed \$175,000, if he fully performs all obligations of the mortgagor in a timely manner. Until sold, the Husband shall maintain the improvements and grounds of said

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property in good repair, and shall keep said property insured against fire and other perils, as previously done by him.

c) At the Husband's election, or otherwise upon his death, said property shall be listed for sale. If the Husband and the Wife or their respective personal representatives agree upon the fair market value of the property, such value shall be deemed to be its "appraised value" for purposes of this paragraph 5. If they cannot agree upon such value, the property shall be appraised by two appraisers, one of whom shall be selected and paid by each party. In the event there is a difference of ten percent (10%) or more in the appraisals and the parties are unable to agree as to what the "appraised value" of the property should be, a third appraiser, to be selected by the respective appraisers of each party, shall appraise the property, and his opinion shall be deemed to be the "appraised value"; provided, however, that in no event shall the "appraised value" be considered to be greater than the higher of the two appraisals by the appraisers selected by the parties.

d) If the appraised value of the property is determined to be \$200,000 or less, the Husband shall thereafter have the sole right to dispose of the

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property on such terms and conditions as he sees fit, and the Wife shall have no further right to control the terms and conditions of its sale.

e) If the "appraised value" of the property is determined to be more than \$200,000:

(i) For the first 90 days after it is listed for sale, the Wife shall be entitled to sole control of the terms and conditions of the sale, without input in any manner from the Husband.

(ii) After such 90 day period, the Husband shall be entitled to sole control of the terms and conditions of the sale, without input in any manner from the wife.

f) The gross proceeds of sale shall be applied as follows:

(i) First, to pay any real estate brokerage commissions, title charges, real estate tax and other customary prorations, attorney's fees and other customary closing charges;

(ii) Second, to pay any mortgage encumbrance and other liens or encumbrances which the Husband has caused or causes to be placed against the property, not to exceed the aggregate sum of \$175,000 (any excess to

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be paid by the Husband individually at or before the closing.)

(iii) Third, there shall be paid to the Husband the sum of \$200,000 (or such lesser sum as may be available), less the sums disbursed under sub-paragraph (ii) above and less any real estate tax proration in connection with such sale; provided, however, that said sum of \$200,000 shall be adjusted for inflation in accordance with the index prepared by the Bureau of Labor Statistics of the United States Department of Labor, United States City Average, all items, 1967 equaling an index of 100 (commonly known as the "BLS Consumer Price Index"), so as to be equivalent to \$200,000 valued in comparison with the BLS Consumer Price Index "Year Average" for the year 1985.

(iv) The balance thereof shall be paid to the Wife.

g) A copy of the Judgment for Dissolution of Marriage which will incorporate this Agreement may be recorded by the Wife for purposes of effecting a lien upon said property in order to secure the Wife's rights and reflect the Husband's obligations under the provisions of this paragraph 5.

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h) Notwithstanding the foregoing provisions of this paragraph, at any time before the property is placed on the market for sale or within 120 days after the Husband's death, the Husband or his personal representative may purchase the Wife's interest therein for an amount equal to the property's then fair market value in excess of \$200,000, adjusted for inflation in accordance with sub-paragraph f(iii) above. The fair market value shall be determined by appraisal in accordance with sub-paragraph c above, as of the time of the exercise of such option to purchase the Wife's interest therein. Notice of the exercise of such option to purchase the Wife's interest in the property shall be given to the Wife in writing and sent by certified mail return receipt requested. At the closing, the Wife shall convey her right, title and interest in such property to the Husband or his personal representative by a quit claim deed in exchange for payment therefor.

6. Upon the effective date of this Agreement, the Husband shall convey to the Wife by a quit-claim deed, executed in duplicate, all of his right, title and interest in the property located at 1427 South Prospect Avenue, Park Ridge, Illinois, which is legally described in Exhibit C attached hereto; in conjunction therewith, he shall take such actions as

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may be necessary to obtain the original Torrens Certificate and have the transfer of title from the prior owner(s), as well as said quit-claim deed from him to the Wife, recorded thereon. The Husband warrants that no lien or encumbrance exists against this property resulting from any act or omission on his part, and he agrees that if any such lien or encumbrance does exist as of the effective date of this Agreement, he will promptly pay whatever indebtedness and take such other actions as may be required to remove such lien or encumbrance.

7. The Wife shall keep the following items as her sole and exclusive property, free and clear of any claim or interest on the part of the Husband:

(a) All household furniture, furnishings and equipment located in the parties' marital home at 909 Belle Plaine, Park Ridge, Illinois.

(b) Her clothing, jewelry and personal effects.

(c) Her three Individual Retirement Accounts at Continental Bank and one Individual Retirement Account at Washington Mutual Investors Fund.

(d) The following accounts, whether in her name or the parties' joint names:

(i) First State Bank and Trust Co. of Park Ridge NOW account #032799901

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(ii) First State Bank and Trust Co. of Park Ridge Money Market account #032799902

(iii) Continental Illinois Bank:
Checking account #98-01472

(iv) Continental Illinois Bank:
Money Market Account #08512018

(e) All insurance policies on her life.

(f) 1982 Toyota automobile.

(g) One-half all shares of stock in Continental Illinois Holding Corporation, American Hospital Supply Corp., Becton-Dickinson, RLC Corp., Rollins Environmental Services (if any), and any other securities in the Husband's name or held for his benefit upon the effective date of this Agreement or, if disposed of by him since June 1, 1983, one-half of the net sale proceeds or other assets received by him therefor, free and clear of any liens or encumbrances.

(h) One-half the Husband's interest in the 429 Superior Partnership, a limited partnership. Upon the effective date of this Agreement, the Husband shall take such actions as may be necessary to effectuate the transfer of said one-half interest to the Wife. If the Husband is unable to effectuate such transfer within 90 days after the effective date of this Agreement, at the Wife's election any time thereafter, he shall promptly sell his interest in said partnership and give the Wife

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one-half the proceeds thereof; provided, however, that the Wife shall have a right of first refusal to purchase such partnership interest for 50% of whatever bonafide offer the Husband receives therefor, within 30 days after receiving notice of such offer and a copy of all relevant documents and information relating thereto.

(i) The non-marital assets listed in Exhibit D attached hereto, whether in her name or the parties' joint names, plus any securities or other assets received in relation thereto as a result of stock dividends, stock splits, spin-offs, dividend reinvestment programs or otherwise.

8. The Husband shall keep the following items as his sole and exclusive property, free and clear of any claim or interest on the part of the Wife:

(a) All household furniture, furnishings and equipment located in the property at 2325 Back Road, Burlington, Wisconsin, except those items which once belonged to the Wife's family members. If the parties are unable to agree upon which items are so included, the matter shall be submitted to the Circuit Court of Cook County for determination.

(b) His clothing, jewelry and personal effects.

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(c) His interest in the following partnerships:

- 1) Old Stage Farms Partnership (general partner)
- 2) OSF Partnership (general partner)
- 3) New Partnership I (limited partner)
- 4) Pine/Race Partnership (limited partner)

(d) His Individual Retirement Accounts at Continental Bank and elsewhere.

(e) His coin collection.

(f) 1983 Buick station wagon

(g) His Supplemental Pension in connection with his previous employment at Continental Bank.

(h) One-half all shares of stock in Continental Illinois Holding Corporation, American Hospital Supply Corp., Becton-Dickinson, RLC Corp., Rollins Environmental Services (if any), and any other securities in the Husband's name or held for his benefit upon the effective date of this Agreement or if disposed of by him since June 1, 1983, one-half of the net sale proceeds or other assets received by him therefor, free and clear of any liens or encumbrances.

(i) One-half the Husband's interest in the 429 Superior Partnership, a limited partnership, subject to the provisions of paragraph 7(h) above.

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(j) The following accounts:

(i) Continental Bank checking account #99-86812.

(ii) Continental Bank Money Market account #29-07690.

9. Upon distribution to the Husband as Settlor under Trust Agreement for Children of Gail M. Melick, with the Wife as trustee, such trust being dated March 21, 1975, the Husband shall equally divide the trust assets so distributed and deliver one-half of such assets to the Wife to retain as her sole and exclusive property.

10. As of the first day of the month following the effective date of this Agreement, the parties shall take such action as may be necessary to cause the Plan Administrator to divide the Husband's interest in the Continental Illinois Employees Pension Plan, a qualified plan, in connection with his previous employment at Continental Bank, so as to effectuate an equal division of the aggregate accrued benefits under the Continental Illinois Employees Pension Plan and the Continental Illinois Excess Benefit Plan (a/k/a Supplemental Pension Plan). Based upon information provided by the Plan Administrator, if such division were made on December 1, 1985 and both parties commenced benefits as of that date, Nancy Melick would receive approximately 65% and Gail M. Melick would receive approximately

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35% of the benefits under the Continental Illinois Employees Pension Plan calculated as of that date. The parties shall cooperate in obtaining a Qualified Domestic Relations Order and in submitting it to the Plan Administrator of such plan, and they shall take such further actions as may be necessary to have such order accepted by the Plan Administrator as soon as possible.

11. On the effective date of this Agreement, the parties shall take such action as may be necessary to cause the Plan Administrator to equally divide as of the most recent preceding valuation date the Husband's interest in the Continental Illinois Employees Savings Incentive Plan and Trust in connection with his previous employment at Continental Bank. The parties shall cooperate in obtaining a Qualified Domestic Relations Order and in submitting it to the Plan Administrator of such plan, and they shall take such further actions as may be necessary to have such order accepted by the Plan Administrator as soon as possible.

12. The Husband shall take such actions as may be necessary to maintain in full force and effect all life insurance which he is entitled to maintain from time to time as a result of his previous employment at Continental Bank. The Husband agrees to exercise his right to receive monthly pension payments as soon as possible after the effective date of this Agreement. To the extent permitted, the insurance premiums in connection therewith

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shall be deducted from and paid out of the Husband's monthly pension payments; until the Husband begins to receive monthly pension payments, he shall make prompt and full payment of such insurance premiums as they become due, and he shall instruct Continental Bank (and the insurance carrier) to promptly notify the Wife if any premium payment has not been paid when due (exclusive of any grace period). The Husband shall designate the Wife or any other person(s) (including any person or institution acting as trustee) specified by her from time to time in writing as the direct beneficiary or beneficiaries of one-half of such insurance, in such proportions as the Wife elects.

Notwithstanding the foregoing provisions of this paragraph, while the Wife is living she shall pay one-half of the life insurance premiums with respect to such life insurance, by reimbursing the Husband therefor once each year in an amount equal to her obligation hereunder, within 21 days after receiving written notice of the amount thereof; if the Husband survives the Wife, he shall pay all of such premiums after death.

13. The Husband will fully cooperate in having said bank arrange medical and hospitalization insurance coverage for the Wife, whether through conversion of his present insurance coverage or otherwise. Any premiums in connection with such medical and hospitalization insurance coverage for the Wife shall be payable by her.

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14. Within 36 months after the effective date of this Agreement, the Husband shall reimburse the Wife in the sum of \$7,000, without interest, for certain expenses paid by her for one of their children with non-marital funds.

15. Upon the effective date of this Agreement, the Husband shall pay to the Wife's attorney, JOHN B. HIRSCH, the sum of \$30,000, by certified or cashier's check, as his contribution toward the Wife's attorney's fees and expenses in the above lawsuit. Such sum shall be paid within 10 days after the effective date of this Agreement or upon the Husband receiving his interest in the Continental Illinois Employees Savings Incentive Plan and Trust referred to in paragraph 11 above, whichever first occurs, and the Husband agrees to execute directions to the Plan Administrator of such plan for the purpose of causing the Plan Administrator to directly pay \$30,000 of his interest in such plan to John B. Hirsch in satisfaction of his aforesaid obligation. To secure payment of such obligation, the Husband shall deposit with John B. Hirsch as escrowee, in advance of the entry of a judgment for dissolution of marriage, the securities referred to in paragraph 8(h) above, together with executed stock powers; and the Circuit Court of Cook County shall retain jurisdiction to determine the manner and extent to which such securities will be applied if needed to satisfy such indebtedness.

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The Wife shall be responsible for payment of her attorney's fees and costs (if any) in excess of the Husband's aforesaid contribution, and she shall indemnify and hold the Husband harmless with regard thereto. The Husband shall be responsible to his attorneys, Feiwell, Galper, Lasky & Berger Ltd., for payment of his attorney's fees and costs in connection with the above lawsuit, in the sum of \$20,000 (in addition to the fees and costs heretofore paid by him) and there shall be a judgment entered in said lawsuit against the Husband and in favor of Feiwell, Galper, Lasky & Berger, Ltd. in such amount.

16. The Husband agrees to pay all taxes, interest and penalties which are now due or may hereafter become due in connection with any and all of the joint federal and state income tax returns filed by the parties during their marriage, as well as any fiduciary tax returns which were or should have been filed by either or both of them during such time, and he shall indemnify and hold the wife harmless with respect thereto.

17. Within 45 days after the effective date of this Agreement, the Husband and Wife shall each provide one another with all information and copies of all documents in their respective possession relating to the acquisition dates, cost basis and other relevant data needed for income tax purposes relative to the assets being retained by the other party pursuant to the terms of this Agreement.

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18. Except as otherwise expressly provided in this Agreement, any outstanding bills and indebtedness shall be the sole responsibility of the party who incurred them. Each of the parties shall indemnify and hold the other party harmless with respect to the obligations for which he or she, respectively, is responsible hereunder.

19. Both parties agree to execute all documents necessary to effectuate and carry out the purposes of this Agreement, and establish the sole and separate ownership of the property of the parties as provided in this Agreement. If either party hereto for any reason shall fail or refuse to execute any such document, 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 fully, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

20. To the fullest extent by law permitted to do so and except as herein otherwise provided, each of the parties does hereby forever release and relinquish all rights and claims against the other party and his or her agents or attorneys and 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 dower,

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inheritance, descent, distribution and all other rights, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties, hereto, under any present or future law, or which he or she otherwise 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 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, his or her heirs, personal representatives, grantees, devisees, assigns, agents, or attorneys for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph 20, and further agrees that both with respect to the aforesaid lawsuit now pending between the parties and further with respect to any suit which may hereafter 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, or his or her heirs, personal representatives, grantees, devisees, assigns, agents or attorneys, any or all such deeds, releases or 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

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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.

21. Except as otherwise provided herein, and to the fullest extent that they may lawfully do so, all the rights, claims and demands of every kind, nature and description, which each party has or may hereafter have or claim to have against the other, shall be and the same are hereby forever extinguished, released and ended, and that all matters and charges whatsoever and any and all manner of actions or causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands, whatsoever, in law or in equity, which each party, his or her agents or attorneys ever had, now has or which he or she, his or her heirs, executors, administrators, assigns, agents or attorneys or any of them hereafter can, shall or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, prior to the effective date hereof, shall be and the same are hereby forever released, discharged, barred, terminated and extinguished; provided, however, that nothing herein provided 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.

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22. In the event a judgment for dissolution shall be entered in the aforesaid lawsuit or any other lawsuit which either party may hereafter institute against the other, this Agreement shall be exhibited to the Court for its consideration; if the Court does not find this Agreement to be unconscionable, it shall be incorporated in such judgment, and shall be deemed effective as of the date of such judgment. The Court in the aforesaid lawsuit shall retain jurisdiction after entry of such judgment for the purpose of effectuating and enforcing the terms of this Agreement and such judgment.

23. The terms and provisions of this Agreement shall be non-modifiable.

24. This Agreement shall be governed by, construed and interpreted in accordance with the statutes and law of the State of Illinois.

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

NANCY MELICK

GAIL M. MELICK

UNOFFICIAL COPY

0 3 4 9 4 5 0 1

Legal Description of 909 Belle Plaine Avenue, Park Ridge,
Illinois:

Lot 2 in Cock's Subdivision of part of the
South West quarter of Section 35, Township
41 North, Range 12 East of the Third Principal
Meridian according to the plat thereof recorded
September 28, 1962 as document 18603828 in
Cook County, Illinois.

Property of Cook County Clerk's Office

313-1508

EXHIBIT A

UNOFFICIAL COPY

0 3 4 9 4 0 0 0
Legal Description for Property
Commonly Known as
2325 Back Road, Burlington, Wisconsin 53105

Beginning at intersection of C/L of Back Road and the East and West Quarter line; thence along the arc of a curve to the right, the chord of which is North 22° 40' West, a distance of 425 feet; thence North 640'; thence South 89° 20' East, a distance of 676 feet; thence South 68° 20' East, a distance of 535 feet; thence North 18° East, a distance of 353 feet; thence South 86° 30' East, a distance of 320 feet; thence South 00° 20' West, a distance of 1150 feet; thence West 1434 feet to the place of beginning.

Property of Cook County Clerk's Office

3494508

UNOFFICIAL COPY

0 3 4 9 4 5 0 0

Legal Description of 1427 South Prospect Avenue, Park Ridge, Illinois:

Lot 12 in Block Two (2) in the Resubdivision of Durchslag's Courtland Boulevard Manor, being a Subdivision of part of the Southeast Quarter (1/4) of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, and part of the Northeast Quarter (1/4) of Section 2, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

12-02-214-012-0000

Property of Cook County Clerk's Office

3191508

EXHIBIT C

UNOFFICIAL COPY

0 3 4 9 4 5 0 0

NANCY MELICK'S NON-MARITAL ASSETS

Stocks

211	AT&T
100	B of A Realty Investors
75	GM
75	Norfolk & Southern
178.57	Pacific Lighting (div. reinvest.)
20	So. California Edison 7.58% pfd.
50	Western Union 10.25% A Cum. pfd.
633.98	Kansas Gas & Electric (div. reinvest.)
324	Bell Southern
585.25	AMCAP Fund
356.535	Growth Fund of America
25	Emerson Electric
15	GE
10	Honeywell
44	IC Industries
30	Louisiana Land & Exploration
15	Louisiana Land Offshore Exploration B Trust
500	Continental Illinois Holding
40	So. California Edison

Bonds

\$1,000	AT&T, 8/15/2000
2,000	Carolina Power, 7.75%, 5/1/2003
2,000	Gulf & Western, 7%, 7/1/2003
5,000	Ohio Power, 6.50%, 8/1/97
5,000	IBRD 8.375%, 7/1/86
2,000	Pacific Gas, 7.50%, 6/1/2001
2,000	Pacific Power, 8%, 10/1/2001
2,000	Pacific Bell Telephone, 7.625%, 6/1/2009
3,000	Southern Bell Telephone, 8%, 9/1/2014
1,000	San Diego G&E Ser., 8%, 9/1/2001
3,000	So. California Edison Ser. FF, 8.875%, 3/1/2000
3,000	So. California Edison Ser. BB, 7.375%, 8/15/97
2,000	Washington Power, 9.25%, 6/1/2000

Other Assets

Mineral interest in Tyler County, Texas (oil royalties from Arcadia Refining Co.)

EXHIBIT D

3491508

UNOFFICIAL COPY

0 3 4 9 4 5 0 0

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that GAIL M. MELICK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

SUBSCRIBED and SWORN TO
before me this _____ day
of _____, 1985.

NOTARY PUBLIC _____

3491508

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 4 9 4 5 0 0

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that NANCY MELICK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

SUBSCRIBED and SWORN TO
before me this ___ day
of _____, 1955.

NOTARY PUBLIC

31315081

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 4 9 4 5 0 0

Property of Cook County Clerk's Office

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:

.
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.
.
.

In a certain cause lately pending in said Court, between

NANCY MELICK plaintiff/petitioner

and GAIL MELICK, et al., defendant/respondent.

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

the seal of said Court, in said County, this 5th

day of FEBRUARY 19. 86

. Morgan M. Finley Clerk

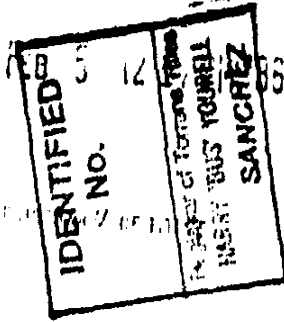
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JOHN B HIRSCH
 SUITE 1600
 25 East Washington
 Chicago, Illinois

1/8/79
~~1/11/81~~
 P/W

Property of Cook County Clerk's Office