permisses and releases any and all claims against the other for maintenance, alimony and spousal support, whether past, present or future, and the parties hereby stipulate that this Agreement when effective shall terminate and bar each party's right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

ARTICLE III

Marital Residence

3.1. The marital residence located at 7432 South Drexel, Chicago, Illinois is owned in joint tenancy by the parties and is their principal residence. It is legally described on Exhibit A attached hereto.

3.2. Upon the entry of the Judgment for Dissolution of Marriage, the Wife shall convey to the Husband by a proper quit claim deed all of her right, title and interest in and to the former marital residence located at 7432 South Drexel which is now held in joint tenancy between the parties.

3.3. The Husband shall be solely responsible for all payments to become due on the mortgage, real estate taxes, utilities, insurance, repairs and any and all expenses and indebtednes associated with the ownership of said property, and shall hold and indemnify the Wife harmless from any liability therefore.

3.4. Wife warrants that there are no liens or encumbrances against the marital residence with the exception of the existing first mortgage.

3.5. That in discharge of the Wife's interest in said property, the Husband shall pay upon the entry of the Judgment for Dissolution the sum of five thousand dollars ($5,000), and that said payment shall not be income taxable to the Wife and shall not be income tax deductible to the Husband for federal and state income tax purposes.

ARTICLE IV

Miscellaneous Property

4.1. The Wife shall retain as her sole and separate property her interest in the real estate located at 9519 South Green, Chicago, Illinois, and the Husband shall, if required, convey by quit claim deed, any interest that he may have in said property.

4.2. Wife shall retain as her separate property, the contents of any existing bank accounts in her name.

4.3. Husband shall retain as his sole and separate property the contents of any existing bank accounts in his name.

4.4. Each of the parties shall retain as their sole and separate property all of the personal property presently in their possession, including but not limited to automobiles, jewelry and household furnishings.

4.5. The Husband shall retain as his sole and separate property in his employer's retirement plan and all other employee benefit plans in connection with his employment at the Chicago Transit Authority.

4.6. The Husband shall retain as his sole and separate property his interest in his credit union.

ARTICLE V

ATTORNEYS' FEES

5.1. The Husband shall pay to Richard J. Billik, attorney for Wife the sum of $750.00 as his contribution towards the Wife's attorneys' fees. The Wife shall be responsible for the balance, if any, of her attorneys' fees and costs.

5.2. The Husband shall be responsible for the balance, if any, of his attorneys' fees due and owing to Joel P. Schaps Ltd.

ARTICLE VI

6.1. To the fullest extent by law permitted to do so, and except as otherwise provided, each of the parties does hereby forever relinquish, release, waiver and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution and community interest and eall other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existng between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal

representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives and assigns, grantees and devisees for the purpose of enforcing any or all of the rights specified in the relinquished under this agreement, and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and 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.

Lillian Griffin
LILLIAN GRIFFIN

Bobby F. Griffin
BOBBIE F. GRIFFIN

And the Court having considered the agreement and circusmtances of the parties, finds that the agreement was fairly an voluntarily entered into by the parties and is fair and equitable in its terms and provisions and should be approved by the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and the Court by virtue of the power and authority therein vested and the Statute in such case made and provided, DOTH ORDER, ADJUDGE AND DECREE, as follows:

A. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between the Petitioner LILLIAN GRIFFIN, and the Respondent, BOBBIE F. GRIFFIN, are hereby dissolved.

B. That the written agreement between the Petitioner and the Respondent hereinabove set forth is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said agreement are expressly 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, and each of the parties hereto shall perform under the terms of said agreement.

C. That other than the aforementioned, all and singular, the rights of each of the parties hereto arising in, to and against the property of the other, of every kind, nature and description, real and personal, wheresoever situated, both personally owned or hereafter acquired by each of them, including all household and furnishings now in the possession of either

of them shall cease and determine from and after the entry of the Judgment for Dissolution of Marriage, in the within cause, and the parties hereto shall not have any claim, right, title or interest of any kind in, to, and against the property of the other, after the entry of said Judgment, including all inchoate rights of dower, curtesy, homestead and other interest of either party in and to the property of the other, arising by virtue of the marriage of the parties hereto or otherwise, including all contractual and property rights now existing between the parties hereto, either by virtue of the marriage of the parties or of any contractual relationship.

D. That the Court reserves jurisdiction of this cause for the purpose of entering any orders required in accordance with the terms contained within the Judgment for Dissolution of Marriage hereto and hereinabove described.

ENTER:

JUDGE

JOEL P. SCHAPS, LTD.
#48806
180 North LaSalle Street
Suite 1801
Chicago, Illinois 60601
726-1776

LEGAL DESCRIPTION OF PROPERTY LOCATED AT 7432 S. Drexel, Chicago, Illinois.

Lot Fourteen in Block Twenty Eight (28) in Cornell, being a Subdivision of the West Half of Section 26, the Southeast Quarter of Section 26, (with the exception of the East Half of the Northeast Quarter of said Southeast Quarter, the North Half of the Northwest Quarter, the South Half of the Northwest Quarter West of Illinois Central Railroad and the Northwest Quarter of the Northeast Quarter of Section 35, all in Township 38 North, Range 14 East of the Third Principal Meridian.

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

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

in a certain cause lately pending in said Court, between

LILLIAN GRIFFIN plaintiff/petitioner

and BOBBIE F. GRIFFIN defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 10th day of June 19 86.

Morgan M. Finley Clerk

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IDENTIFIED
No.

Registrar of Torrens Titles
HARRY 'BUS' YOUSELL
MEHALOS

JOEL P. SCHAPS
180 N. LASALLE
SUITE 1801
CHICAGO, IL 60601

BILLIK AND BILLIK
LTD
ATTORNEYS AND COUNSELORS AT LAW
SUITE 716 - 7 SOUTH DEARBORN STREET
CHICAGO, IL 60603 - 2304
(312) 332-7875

RICHARD J. BILLIK
RICHARD J. BILLIK, JR.

SUBURBAN OFFICE
8609 W. CERMAK ROAD
NORTH RIVERSIDE, IL 60546
(312) 442-5424

June 10, 1986

Joel Schaps, Esq.
180 N. LaSalle Street Suite 1801
Chicago, IL 60601

RE: Griffin v. Griffin Case No. 84 D 20214

Dear Mr. Schaps:

Please accept this letter as acknowledgement by this office and receipt thereof, that the sum of $750.00 for attorney fees was paid by Bobbie F. Griffin, that the sum of $5,000.00 was paid by Bobbie F. Griffin to Lillian Griffin and that Lillian Griffin has paid attorney fees in full, all pursuant to the Judgement For Dissolution of Marriage, which was entered on December 3, 1985.

Very truly yours,

BILLIK AND BILLIK, LTD.

RICHARD J. BILLIK

RJB:bg

DELIVERED

PLACITA JUDGMENT 0 3 5 2 3 7 5 8 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK | ss.

PLEAS, before the Honorable ....HERMAN KNELL..... 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 .....December 3rd....., 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 .....nineth.....

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

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

0 3 5 2 3 7 5 8

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

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

IN RE: THE MARRIAGE OF	)	
LILLIAN GRIFFIN,	)	
Petitioner,	)	
and	)	No. 84 D 20214
BOBBIE F. GRIFFIN,	)	
Respondent.	)	

(1)

One 1987 of ce Appeal
Received from Appellate Court
$50.00 on 7/17/87
Contract 1/25/88 et al

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard, having been set before this Court for trial and the parties having resolved their differences during a pre-trial, and agreeing that this cause be heard as an uncontested matter as in cases of default upon the duly verified Petition for Dissolution of Marriage of the Petitioner, LILLIAN GRIFFIN, the Petitioner being present in open Court and being represented by her counsel, RICHARD J. BILLIK, and the Respondent, BOBBIE F. GRIFFIN, and the Respondent being represented by his counsel, JOEL P. SCHAPS, LTD., the Court having heard the evidence adduced by the Petitioner and the Respondent and having heard arguments of counsel and being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.

2. That the Petitioner was at the time of commencement of

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this action a resident of the State of Illinois, and such residence has been maintained for in excess of ninety (90) days next preceding the making of this finding.

3. That the parties hereto were lawfully joined in marriage on, to-wit: the 7th day of December, 1971, at Chicago, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That there are no children born of the marriage or adopted to the parties by virtue of said marriage and the Petitioner is not presently pregnant.

5. That the Petitioner has proved the marital allegations contained in her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and that Judgment for Dissolution of Marriage should be entered.

6. That the Petitioner is free of cause or provocation in this matter.

7. That the Petitioner and Respondent have entered into a written agreement providing for the settlement of matters relating to the settlement of their property rights. The agreement has been presented to this Court for its consideration and approval and is as follows and attached hereto as part of this Judgment for Dissolution of Marriage:

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into November 15, 1985, at Chicago, Illinois by and between LILLIAN GRIFFIN, (hereinafter referred to as "Wife"), residing in Chicago, Illinois, and BOBBIE F. GRIFFIN (hereinafter referred to as "Husband"), residing in Chicago, Illinois.

R E C I T A L S

A. The parties were lawfully married on December 7, 1971 at Chicago, Illinois.

B. Certain irreconciliable and unfortunate differences have arisen between the parties, which have rendered impossible a continuation of the marital relationship existing between them.

C. That no children were born to the parties as a result of their marriage, no children were adopted by the parties, and the Wife is not presently pregnant.

D. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket No. 84 D 20214. The case is entitled: In Re the Marriage of Lillian Griffin, Petitioner, and Bobbie F. Griffin, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for the Wife and the Husband, any other rights growing out of the marital or any other relationship, now or

previously existing between them, and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of counsel of RICHARD J. BILLIK, ESQ, as her attorney. The Husband has employed and had the benefit of JOEL P. SCHAPS, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been informed of his or her respective rights in the premises.

G. It is specifically understood by the Husband and the Wife that this agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either the Husband or the Wife that any persons be third-party beneficiaries of this agreement now or in the future. Any benefits which may be conferred upon any persons arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action and Incorporation of Recitals

1.1. The foregoing recitals are made a part of this agreement.

1.2. This agreement is not one to obtain or stimulate a dissolution of marriage.

1.3. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife.

ARTICLE II

Maintenance

2.1. The Husband and Wife hereby stipulate that each is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to him or her pursuant to this agreement to provide for his or her reasonable means to maintenance and support. Accordingly, each party hereby waives,