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Certificate No. 1352813 Document No. 3603617

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1352813 Indicated affecting the
following described premises, to-wit:

— The North 27 feet of the West 36 feet of the East 120 feet of
LOT FIVE — (5) —
— The East 134 feet of LOT FIVE — (5) —

— In Massey's Subdivision of the South 47 feet of Lot 5, in Assessor's Division of the West Half
(4) of the North East Quarter (4) and the North Half (4) of the North West Quarter (4) of Section
36, Township 37 North, Range 13, East of the Third Principal Meridian. —

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#24-36-203-008
-024 A20

Section 36 Township 37 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

Stephen J. Saly

CHICAGO, ILLINOIS 3/21 1987.

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11/10/2011

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Law Offices of 503 S 17

of
Mark T. Zubor

221 N. LaSALLE SUITE 2114
CHICAGO, ILLINOIS 60601

(312) 726-2750

March 29, 1987

RECEIVED FROM LAWRENCE SCANNELL AS FULL PAYMENT OF FEES DUE
PURSUANT TO JUDGEMENT IN CASE NO. 84 D 21803 THE SUM OF EIGHT
THOUSAND DOLLARS (\$8,000.00)

Mark T. Zubor

Mark T. Zubor

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03603817


LAW OFFICES

RINELLA AND RINELLA, LTD.

ONE NORTH LA SALLE STREET - SUITE 3400

CHICAGO, ILLINOIS 60602

TELEPHONE
(312) 236-5454


SAMUEL A. RINELLA (1926-1962)
JOHN P. RINELLA
K. B. RINELLA
CHARLES J. LITTLE
BERNARD B. RINELLA
RICHARD A. RINELLA
DAVID B. CARLSON
FRANCINE MAHER
JOSEPH G. PHELPS
WALTER J. MONCO
STEVEN S. RUSSO
LESLIE L. VEON

March 27, 1987

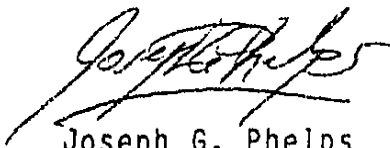
TO WHOM IT MAY CONCERN:

RE: In Re The Marriage of Scannell
Circuit Court of Cook County
Case No. 84 D 21803

This is to acknowledge that all attorney fees due and payable to the law firm of Rinella and Rinella, Ltd. pursuant to paragraph 8.1 of the Judgment for Dissolution of Marriage entered on the 16th day of March, 1987 in the above-entitled cause have been paid in full.

Sincerely yours,

RINELLA AND RINELLA, LTD.


Joseph G. Phelps

JGP:ar

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PLACITA JUDGMENT

0 3 6 0 3 6 1 7 (10-84) CCDCH-6

UNITED STATES OF AMERICA

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STATE OF ILLINOIS,
COUNTY OF COOK

ss.

PHILIP S. LIEB

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on
March 16,
87
in the year of our Lord, one thousand nine hundred and and of the Independence
eleventh
of the United States of America, the two hundredth and

PHILIP S. LIEB

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

RICHARD M. DALEY, State's Attorney

JAMES E. O'GRADY,
~~RICHARD M. DALEY~~, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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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)

JOAN K. SCANNELL,)

Petitioner,)

- and -)

NO. 84 D 21803

LAWRENCE M. SCANNELL,)

Respondent.)

JUDGMENT FOR
DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the regular call of the calendar of this Court, upon the duly verified Petition for Dissolution of Marriage of the petitioner, the petitioner being present in open Court with her counsel, JOSEPH G. PHELPS of the law firm of RINELLA and RINELLA, LTD., and the respondent being present in open Court and being represented by his counsel, MARK ZUBOR, ESQ.; the Court having heard the evidence adduced by the petitioner in support of her said Petition; having heard argument of counsel; and being fully advised in the premises, DOTH FIND:

*No right of appeal
received from RI law firm's appeal*

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

2. That the petitioner and the respondent were residents of the County of Cook, State of Illinois for a period in excess of 90 days prior to the commencement of this action and they have continuously remained residents of the County of Cook and State of Illinois for a period in excess of 90 days prior to the making of these findings.

3. That the parties hereto were lawfully joined in marriage on the 6th day of February, 1965, at Chicago, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That, as a result of the marriage, three children were born to the parties, namely: LAWRENCE, JR., born May 13, 1966; KATHLEEN, born August 4, 1968; and JAMES, born January 8, 1971; and that no children were adopted by the parties and the petitioner is not now pregnant.

5. That, without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty toward the petitioner.

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

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7. That the parties have entered into a Marital Settlement Agreement, dated the 6th day of March, 1987, at Chicago, Illinois, concerning the questions of custody, visitation and support of the minor child and maintenance, the respective rights of each party in and to the property, income or estate of either of them, including a division of all marital and non-marital property and other matters, which Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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SCANNELL MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of March, 1987, by and between JOAN K. SCANNELL, hereinafter referred to as "JOAN," and LAWRENCE M. SCANNELL, hereinafter referred to as "LAWRENCE," both parties being residents of the County of Cook and State of Illinois.

WITNESSETH

WHEREAS,

A. That the parties were married on February 6, 1965, at Chicago, Illinois, and said marriage was registered in the County of Cook and in the State of Illinois.

B. That, as a result of the marriage, three children were born to the parties, namely, to wit: LAWRENCE, JR., born May 13, 1966; KATHLEEN, born August 4, 1968; and JAMES, born January 8, 1971; and that no children were adopted by the parties and JOAN is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased living together as husband and wife.

D. That JOAN has filed a Petition for Dissolution of Marriage against LAWRENCE in the Circuit Court of Cook County, Illinois, known as Case No. 84 D 21803, entitled "In Re The Marriage of JOAN K. SCANNELL, petitioner and LAWRENCE M. SCANNELL, respondent;" and said cause is still pending, as no judgment or other final order has been entered in that case.

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E. That without any collusion as to the pending case or as to any other dissolution of marriage proceedings which either or both of the parties might later bring, but, without prejudice to any right of action for dissolution of marriage which either of the said parties may have, that both parties consider it to be in their respective best interests to settle by and between themselves the issues of child support, custody and visitation and the respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of either party to receive maintenance from the other; and the payment of attorneys' fees and court costs.

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F. That JOAN has employed and has had the benefit of counsel of JOSEPH G. PHELPS of the law firm of RINELLA AND RINELLA, LTD. as her attorney. That LAWRENCE has employed and has had the benefit of counsel of MARK ZUBOR, ESQ. as his attorney. That each party has had the benefit of the advice, investigation, and recommendations of his or her respective attorney with reference to the subject matter of this Agreement. That each party represents and warrants to the other that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and through furnishing of

financial data to counsel. That each party acknowledges to the other that he or she has been fully advised as to his or her respective rights in the premises. That both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement, and the consequences thereof; and that each party states that his or respective attorneys have carefully explained to them:

- (a) their legal rights and duties as between the parties;
- (b) the range of what the Court may order if called upon to decide the case as a contested matter; and
- (c) the legal effect of each provision of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants contained below, 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:

ARTICLE I

RESERVATION OF LITIGATION RIGHTS

1.1 This Agreement is not one to obtain or to stimulate a dissolution of marriage. JOAN reserves the right to prosecute her pending action for dissolution of marriage and to defend any

action which LAWRENCE may commence. LAWRENCE reserves the right to prosecute any action for dissolution of marriage which he may deem necessary or proper and to defend any action which JOAN has brought or may bring.

ARTICLE II

CHILD CUSTODY AND VISITATION

2.1 The parties hereto mutually covenant and agree that JOAN shall have the sole care, custody, control and education of the minor child, namely, JAMES, and LAWRENCE shall have reasonable rights of visitation as agreed upon by the parties.

2.2 The parties hereto further mutually covenant and agree that they shall use their best efforts to foster the love, respect and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the children that will give each child the maximum feeling of security. The parties shall further cooperate fully in implementing the visitation schedule as to accommodate the religious, social and educational commitments of the child.

ARTICLE III

UNALLOCATED MAINTENANCE AND CHILD SUPPORT

3.1 LAWRENCE covenants and agrees that he will pay to JOAN, as and for unallocated maintenance and child support, the sum of \$900.00 per month from which funds JOAN shall provide for the support of JAMES. These payments shall commence on the date of the entry of a Judgment for Dissolution of Marriage in this cause

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(on a prorated basis for the balance of that month) and shall continue on the first day of each and every month thereafter and shall continue until the emancipation of JAMES as defined in this paragraph.

3.2 With respect to JAMES, an "emancipation event" shall occur or be deemed to have occurred upon the first to happen in point of time of any of the following events:

(1) JAMES attaining the age of eighteen (18) years, except, that in the event that he has not completed his high school education upon his eighteenth (18th) birthday, the termination date shall be extended until the date of JAMES' graduation from high school provided that JAMES remains in school continuously and as a full time student except for medical conditions.

(2) JAMES' death;

(3) JAMES' marriage;

(4) JAMES having a permanent residence away from the residence of the custodial parent. A residence at boarding school or camp is not to be deemed a residence away from the permanent residence of the custodial parent.

(5) The entry into the Armed Forces of the United States, but the emancipation event shall be deemed terminated and nullified upon the ~~discharge~~ ^{discharge} from such Armed Forces and thereafter, as if such emancipation event by reason of that entry had not occurred.

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(6) JAMES' becoming engaged in full-time employment, except that JAMES' becoming engaged in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

3.3 LAWRENCE shall pay to JOAN the sum of \$ 4250.00 upon the entry of the Judgment for Dissolution of Marriage for past due unallocated maintenance and child support arrearage.

3.4 These unallocated maintenance and child support payments are predicated upon the parties' 1986 Federal tax returns.

3.5 Said unallocated maintenance and child support payments shall be includible in the gross income of JOAN and deductible from the gross income of LAWRENCE for Federal and State income tax purposes, within the meaning and intendment of the provisions of Sections 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or of any identical or comparable provision of any revenue code or amendment thereto which may be hereafter enacted. JOAN shall have the right to file as head of household on her Federal and State income tax returns.

3.6 LAWRENCE waives the provision of paragraphs (1) through (3) of the Ill. Rev. Stat. ch. 40 § 706.1(c) should he become thirty (30) days delinquent for any payment due under this paragraph.

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ARTICLE IV

NON-MODIFIABLE LUMP SUM SETTLEMENT

4.1 Upon the emancipation of JAMES, LAWRENCE covenants and agrees that he will pay to JOAN as and for a lump sum settlement, and in lieu of and instead of permanent maintenance (whether past, present, or future) for JOAN, the sum of \$16,200.00, payable in monthly installments of \$450.00 commencing on the month of the emancipation of JAMES pursuant to paragraph 3.1, and continuing upon the corresponding date of each and every month thereafter. The obligation of LAWRENCE to pay and the right of JOAN to receive the sums for the payment of which covenant is hereinabove made shall not be subject to modification for any reason whatsoever, (pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act of 1977, as amended, or of any identical or comparable provisions of any similar statute which may be hereinafter enacted), but shall be terminable upon the first to occur in point of time of the following events:

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- (a) The death of JOAN,
- (b) The death of LAWRENCE; or

(c) The payment by LAWRENCE to JOAN of the total amount of this lump sum settlement, pursuant to the terms of this paragraph.

4.2 The sums aforesaid shall be deemed to be payable incident to the entry of a Judgment for Dissolution of Marriage and in discharge of the legal duty of LAWRENCE to support and

maintain the wife, and to be includible in the income of JOAN and deductible from the income of LAWRENCE, all within the meaning and intendment of the provisions of Sections 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or any identical or comparable provision of any revenue code or amendment thereof hereafter enacted. Upon the emancipation of JAMES, LAWRENCE further covenants and agrees that JOAN may enter a revised Order for Withholding encompassing the provisions of this paragraph without notice.

4.3 LAWRENCE further agrees that he will not under any circumstances cause the payments due JOAN pursuant to this Article to be discharged in bankruptcy proceedings because they are in the lieu of and in stead of LAWRENCE's legal obligations to support and to maintain JOAN.

ARTICLE V

MEDICAL COVERAGE FOR THE CHILDREN

5.1 LAWRENCE covenants and agrees that he will pay and defray any and all extraordinary medical, dental, hospital, nursing and medicine costs and expenses incurred on behalf of the children of the parties hereto, namely, LAWRENCE, JR., KATHLEEN and JAMES, until emancipation of the child in question as defined in this Agreement, provided, if the child in question pursues a post high school education, LAWRENCE's obligation hereunder shall continue until completion or discontinuation of vocational school, college, or university studies, but, in no event shall

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LAWRENCE's obligation for the child in question continue beyond the child's 23rd birthday. Further, LAWRENCE shall save, indemnify and hold JOAN harmless if and to the extent that she shall hereafter be called upon to, and shall, pay and defray the whole or any part of such expense or expenses. JOAN covenants and agrees that she will give LAWRENCE advance notice in the event of the necessity of incurring charges of this nature, except in cases of emergency. LAWRENCE, except in cases of emergency, and at his own expense, may always obtain a second opinion as to these extraordinary medical, dental, hospital, nursing and medicinal needs of the child in question. The term "extraordinary" as used in this paragraph shall include, not by way of limitation, but by way of illustration, all psychiatric or psychological treatment, allergy treatments, orthodontia, major dental work and care and treatment required as a result of medical or dental conditions necessitating hospitalization or extended medical or dental care. The term "extraordinary" shall not include routine examinations, treatment for minor ailments, medication (except as required in the treatment of extraordinary medical or dental conditions) routine dental care and the like.

5.2 JOAN further covenants and agrees that she shall pay all the ordinary medical and dental expenses of the children not covered by LAWRENCE's medical or dental insurance policy. LAWRENCE further covenants and agrees that he will obtain or maintain in full force and effect, sufficient major medical and

hospitalization insurance for the benefit of the child in question, so long as he is obligated under the terms of this paragraph, by paying the premiums thereon as same shall fall due. LAWRENCE further agrees to pay any ordinary medical and dental bills to the extent covered by the terms of his policy. Further, LAWRENCE agrees to furnish JOAN with duplicate receipts of proof of payment of the premiums upon reasonable request and further shall supply JOAN with an insurance identification card or expense reimbursement plan identification card disclosing the existence of current coverage for the benefit of the children of the parties. JOAN further covenants and agrees that she shall maintain any and all major medical and hospitalization insurance presently available to her through employment.

*This shall be returned
temporary of said policy*

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5.3 To the extent LAWRENCE's major medical and hospitalization policy covers ordinary medical expenses, JOAN covenants and agrees that she shall promptly provide LAWRENCE with bills for such medical and dental costs and expenses incurred by the child in question and LAWRENCE covenants and agrees that he shall promptly submit same to his insurer for payment.

ARTICLE VI

LIFE INSURANCE

6.1 LAWRENCE covenants and agrees that he shall keep and maintain life insurance on his life in the amount of \$50,000.00 until all unallocated maintenance, child support and non-

modifiable lump sum maintenance payments to JOAN have been paid in full. LAWRENCE represents and warrants that there are no liens or encumbrances against said policies. LAWRENCE further covenants and agrees that he will not in the future borrow against, pledge, hypothecate, convert the cash surrender value of the said policies, or in any other way reduce or compromise the value of these policies until his obligations under the terms of this paragraph have ceased. *Joan named beneficiary of said policy.*

6.2 IF LAWRENCE fails for any reason to maintain any of the insurance required under this Article, there shall be a valid and provable lien against his estate in favor of the specified beneficiary to the extent of the difference between the insurance required and the actual death benefits received.

ARTICLE VII

SETTLEMENT OF MARITAL AND NON-MARITAL PROPERTY RIGHTS

7.1 The parties acknowledge that they are presently the owners, in joint tenancy, of the improved real property commonly known and described as 12440 Maple, Blue Island, Illinois, the legal description of which is set forth in "Exhibit A," attached hereto and made part hereof. LAWRENCE covenants and agrees that he shall convey all right, title and interest that he may have in and to the said real property to JOAN, free and clear of any and all liens or encumbrances, excepting, the first mortgage indebtedness at First Western in the amount of \$17,900.00 and a second mortgage indebtedness at Heritage Bank of Country Club

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Hills in the amount of \$6,000.00, and general real estate taxes for the year 1987 and subsequent years. LAWRENCE shall be responsible for the payment of the two mortgage installment payments of principal and interest on the said first and second mortgage indebtedness, installment payments of general real estate taxes (prorated to March 13, 1987), water, utilities, assessments, and insurance premiums up to March 13, 1987. Thereafter, JOAN shall be responsible for the two loans on the building, namely: the first mortgage at First Western in the amount of \$17,900.00; and the second mortgage at Heritage Bank of Country Club Hills in the amount of \$6,000.00 and the real estate taxes, insurance and utilities. LAWRENCE shall turn over to JOAN upon the entry of the Judgment for Dissolution of Marriage any and all rent or security deposits for the tenants presently at 12440 Maple, Blue Island, Illinois. Further, LAWRENCE shall turn over to JOAN any and all records relating to capital improvements, repairs, expenses, taxes, rent receipts, cash journals, etc. since the purchase of the building to date upon the entry of the Judgment for Dissolution of Marriage. LAWRENCE represents and warrants that except for the first and second mortgage indebtednesses on said property that he has incurred no other liens, judgments, encumbrances or assessments of a special or general nature outstanding against said property of his making, and if any are discovered that he has incurred after the entry of a judgment for dissolution of marriage, upon being

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notified of same, LAWRENCE shall immediately arrange to pay and discharge said liens, judgments, encumbrances or assessments and he shall indemnify and hold JOAN harmless from any liability therefor. JOAN covenants and agrees that after March 13, 1987, she shall be responsible for the payment and defrayal of the remainder of the said first mortgage indebtedness of principal and interest, and any future installments of general real estate taxes and insurance premiums that shall be billed, and that she shall save, indemnify, and hold harmless LAWRENCE if and to the extent that he may hereafter be called upon to pay, and shall pay any or all of the said indebtednesses.

~~LAWRENCE covenants and agrees that he shall, by instruments legally sufficient and proper to so do, assign, transfer and set over to JOAN all of his right, title and interest in and to any policies of insurance presently outstanding on the said improved real property and the contents thereof.~~

7.2 The parties acknowledge that they are presently the owners in joint tenancy of the improved real property commonly known and described as 12800 Maple, Blue Island, Illinois, the legal description of which is set forth in "Exhibit B," attached hereto and made part of hereof. The parties covenant and agree that the said improved real property has been placed on the open market for sale for \$125,000.00. The parties covenant and agree that each shall cooperate in the efficient completion of the sale

by doing any and all acts and things necessary or proper to effectuate the sale. Pending a closing of the sale, JOAN shall have the sole right to possession, use and occupancy of the premises, free and clear of any claim by LAWRENCE for rent or other compensation for such use. LAWRENCE and JOAN shall cooperate and shall produce all documents relating to the adjusted basis in the home for Federal and State income tax purposes. The parties shall equally divide (50-50) any capital gain or loss on the house.

The proceeds of such sale shall be distributed according to the following schedule of priorities:

(i) Real estate brokerage commissions, [M.A.I.] appraiser's fees, attorneys' fees for closing, title expenses, State and local revenue stamp charges, existing mortgage indebtedness(es), existing lien indebtedness(es), real estate tax prorations, and any and all other costs and expenses of a nature and in an amount reasonably and necessarily incurred by the parties in the conveyance of merchantable title for the sale of the said improved real property shall be paid, first.

(ii) LAWRENCE shall receive the sum of \$29,100.00 and JOAN shall receive the remaining proceeds in the approximate amount of \$35,000.00.

7.3 The parties shall divide the articles of household and office furniture, furnishings and fixtures by agreement. If the

parties cannot agree as to the division of same, the issue shall be submitted to a court of competent jurisdiction by petition of either party for determination.

7.4 JOAN covenants and agrees that she shall and hereby does transfer any and all interest she may have in and to the office building located at 2737 S. Union, Blue Island, Illinois to LAWRENCE to be his sole and separate property. LAWRENCE shall be responsible for the \$100,000.00 mortgage at Republic Bank and he shall save, indemnify and hold harmless JOAN for any responsibility or liability arising out of the ownership of said property.

7.5 LAWRENCE shall receive as his non-marital property the contract resulting from the sale of the improved real property located at 11007 Fairfield, Chicago, Illinois in the approximate amount of \$52,000.00 to be his sole and separate property.

7.6 JOAN shall receive as her non-marital property the contract for the sale of the improved real property located at 2451 Collins, Blue Island, Illinois in the approximate amount of \$25,000.00 to be her sole and separate property.

7.7 LAWRENCE further covenants and agrees that he shall and hereby does assign, transfer and set over to JOAN any and all of his right, title and interest in and to a certain 1986 Mercury, subject to an existing lien with Ford Motor Credit in the approximate amount of \$6,802.00, and a 1983 Plymouth automobile, subject to existing liens, and JOAN shall save, indemnify and

hold LAWRENCE harmless for any liability or responsibility arising out of the ownership of said vehicles.

7.8 JOAN further covenants and agrees that she shall and hereby does assign, transfer and set over to LAWRENCE any and all of her right, title and interest in and to a certain 1986 Buick Park Avenue automobile, subject to an existing lien with GMAC in the approximate amount of \$15,000.00, and LAWRENCE shall save, indemnify and hold JOAN harmless for any liability or responsibility arising out of the ownership of said vehicle.

7.9 JOAN covenants and agrees that she shall and hereby does waive and release any and all her right, title and interest in and to the Scannell Champion Agency to be LAWRENCE's sole and separate property and LAWRENCE shall save, indemnify and hold JOAN harmless from any liability and responsibility therefor.

7.10 LAWRENCE shall receive as his sole and separate non-marital property the three shares of stock of Penn Central and the two shares of stock of Reading Railroad. In addition he shall receive the fifteen shares of stock of Franklin Life which is marital property.

7.11 LAWRENCE shall receive as his sole and separate property the following bank accounts: First National Bank of Blue Island Account No. 13648-4; and the Merrill Lynch Sharebuilder Plan with approximately fifteen (15) shares of American Brands in Account No. 358-26-8812.

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7.12 JOAN shall receive as her sole and separate property the funds on deposit in St. Paul Federal Account No. 00-869097-9; Super checking; 1-0709551-7; 10-01122734-6; 00-684064-7; Heritage County Bank 08-22520-3 regular and golden savings; First National Bank of Blue Island Account No. 5540-4914-4711.

7.13 JOAN shall be awarded her Illinois Municipal Retirement Fund pension free and clear of any right, title or interest of LAWRENCE.

7.14 LAWRENCE covenants and agrees to pay and defray, in full, the following debts and obligations:

(a) \$50,000.00 note to Republic Bank presently secured by his renewal commissions;

(b) Blue Island Service Center in the amount of \$484.36;

(c) MasterCard for travel purchases at Blue Island Travel Agency in the amount of ~~\$1,195.00~~ \$597.00;

(d) Chicago Christian Counseling in the amount of \$207.50;

(e) Ingall's Hospital bill and doctor's bills incurred on behalf of JAMES in the approximate amount of \$23,000.00 plus doctor bills. JOAN represents that she has forwarded to HMO all bills submitted to her by LAWRENCE which occurred during the period of her employment with Blue Island;

(f) Franklin Life Insurance agent liability in the approximate amount of \$11,000.00;

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(g) All family and household bills prior to May 12, 1985 and those bills which were his responsibility pursuant to court order after May 12, 1985. Both parties represent that they do ~~not~~ ^{NOT} have any present knowledge of any outstanding bills not provided for specifically in this marital settlement agreement.

7.15 JOAN covenants and agrees to pay and defray, in full, the following debts and obligations:

- (a) Finance One in the approximate amount of \$850.00;
- (b) Her own bills after May 12, 1985 except those bills which were LAWRENCE's responsibility pursuant to court order.
- (c) MasterCard for travel purchases at Blue Island Travel Agency in the amount of \$577.00

ARTICLE VIII

ATTORNEYS' FEES

8.1 LAWRENCE covenants and agrees that on or before the entry of a Judgment for Dissolution of Marriage that he shall pay to MARK ZUBOR, ESQ. the sum of \$8,000.00 as and for his attorneys' fees and costs of this cause. JOAN covenants and agrees that on or before the entry of a Judgment for Dissolution of Marriage that she shall pay to RINELLA AND RINELLA, LTD. the sum of \$8,000.00 as and for her contribution toward the attorneys' fees and costs incurred by her in this cause.

8.2 The parties acknowledge that they have been fully advised of their right to a full and complete hearing with independent counsel with respect to their attorneys' fees under

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Section 508 of the Illinois Marriage and Dissolution of Marriage Act, and have knowingly and voluntarily waived their right to said hearing.

ARTICLE IX

EXECUTION CLAUSE

9.1 Each of the parties 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, 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 to 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 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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ARTICLE X

GENERAL PROVISIONS

10.1 JOAN covenants and agrees that, except as is otherwise provided herein, she shall, and hereby does, waive, remise, and

relinquish any and all claim of right, title or interest which she now has, or might hereafter assert, against LAWRENCE or his property, whether real, personal or mixed, by reason of the marital relationship previously existing between them, or for any other reason. JOAN's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to homestead, dower, inheritance and succession.

10.2 LAWRENCE covenants and agrees that, except as is otherwise provided herein, he shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which he now has, or might hereafter assert, against JOAN or her property, whether real, personal or mixed, by reason of the marital relationship previously existing between them, or for any other reason. LAWRENCE's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

10.3 Except as is otherwise provided herein, each of the parties shall, and does hereby, waive and relinquish all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of

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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 had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

10.4 To the fullest extent permitted by law, except as is otherwise provided herein, each of the parties shall, and hereby does, forever relinquish, release, waive, quitclaim and grant to the other (or his or her heirs, personal representatives and assigns) all rights of inheritance, descent, distribution, community interest, and any and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship previously existing between them 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, whether in possession or in expectancy, and whether vested or contingent.

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Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them shall at any time in the future 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. Each party further covenants and agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party. Each party further covenants and agrees to execute, acknowledge and to 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 to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this paragraph; provided, however, that nothing herein contained in this paragraph or in this Agreement shall operate or shall be construed as a waiver or release by either party to the other of any obligation on the part of the other to comply with the provisions of this Agreement.

10.5 Except for the terms herein concerning the support, custody or visitation of the minor child, this Agreement shall not be changed, modified or altered by any order of Court after

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this Agreement has been incorporated into a Judgment of Dissolution of Marriage, or after it has become effective by the entry of any Judgment for Dissolution of Marriage.

10.6 This instrument contains the whole, entire and complete agreement made of the parties; has been examined by each of the parties, assisted by counsel of his or her respective choice; and is believed by each of them to be fair, just and equitable in all respects.

10.7 This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of each of the parties.

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

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

John L. Lannette (SEAL)

Deborah L. Lannette (SEAL)

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IT IS ACCORDINGLY ORDERED, ADJUDGED and DECREED:

A. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of marriage heretofore existing between the petitioner, JOAN K. SCANNELL, and the respondent, LAWRENCE M. SCANNELL, be, and the same are hereby, dissolved.

B. The Marital Settlement Agreement between the petitioner and the respondent, dated the 6th day of March, 1987, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; 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 any and all of his or her duties and obligations under the terms of this Agreement.

C. That pursuant to the Stipulation of the parties, all installments of unallocated maintenance and child support shall be paid to the petitioner directly and not through the Clerk of the Circuit Court.

D. For the entry of an Order of Withholding.

E. This Court expressly retains jurisdiction of this cause for the sole and exclusive purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated the 6th day of March, 1987, as hereinabove set forth.

ENTERED

ENTER:


MAR 16 1987

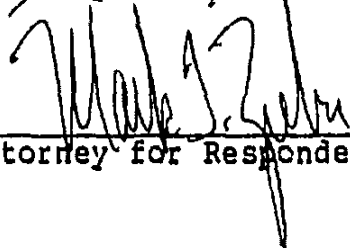
PHILIP S. LIEB

213

JUDGE

APPROVED:


Attorney for Petitioner


Attorney for Respondent

NO. 80633
RINELLA and RINELLA, LTD.
Attorneys for Petitioner
One North LaSalle Street
Chicago, Illinois 60602
236-5454

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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:

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in a certain cause lately pending in said Court, between

JOAN K. SCANNELL

plaintiff/petitioner

LAWRENCE M. SCANNELL

defendant/respondent.

and

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

the seal of said Court, in said County, this . . . 27th

day of March, 1987

Morgan M. Finley Clerk

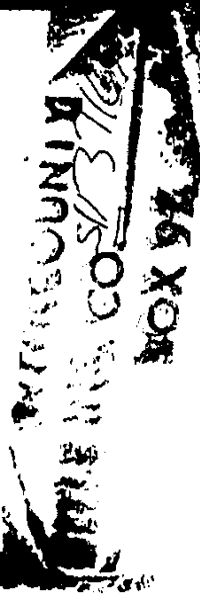
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1987 MAR 31 PM 12:00

HARRY (GUS) YONNELL
REGISTRAR-OF TITLES

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*D. J. N
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COOK COUNTY