AFFIDAVIT

BONITA M. CASSIDY, having been first duly sworn on oath, states that she is 46 years of age and resides at 432 South Donald, Arlington Heights, Illinois

Affiant further states that she is also known by the name "RONNIE M. CASSIDY" and that she is the same person whose name appears on Torrens Certificate No. 1049008, Volume 2104-1, Page 5, registred in Cook County, Illinois.

Affizat further states that this affidavit is being given to induce the Registrar of Titles to accept registration of the divorce decree and the certificate upon which her name appears as "BONIT; M. CASSIDY" and that she is hereby indemnifying and holding narmless the Registrar of Titles from any and all costs, claims and liabilities arising from the registration of said document.

FURTHER AFFIANT SAYETH NOT.

BONNIE M. CASSIDY

SUBSCRIBED AND SWORN TO before me this 187H day of June, 1987.

"OFFICIAL SEAL" BETSIE PARKER TAXEY Notary Public, State of Illinois inminission Expires Feb. 16, 1991

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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, COUNTY OF COOK

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PLEAS before the Honorable	U. FLEUK
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 Sta	te, on
in the year of our Lord, one thousand nine hundre	ed and=81 and of the Independence
of the United States of America, the two hundred	th andSIXTH
900	PRESENT: - The Honorable
<i>y</i> 0~	RICHARD M. DALEY, State's Attorney
	RICHARD J. ELROD, Sheriff
Attest: MORGAN M. FINLEY, Clerk.	0/ ₄ = 4
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M	RICHARD M. DALEY, State's Attorney RICHARD J. ELROD, Sheriff
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STATE OF ILLINOIS) > SS.
COUNTY OF COOK	\$ 35.
	CIRCUIT COURT OF COOK COUNTY, ILLINOIS DEPARTMENT, DOMESTIC RELATIONS DIVISION
In re the Marriage of	}
BONITA CASSIDY	{
and	NO, 81 D 26276
JAMES M. CASSIDY	. \$

JUDGMENT FOR DISSOLUTION OF MARRIAGE

Dissolution of Marriage of Petitioner, BONITA CASSIDY, said Petitioner being present in open Court with her actorney, JEROME N. ZURIA, the Respondent, JAMES M. CASSIDY, having personally served with process in this Cause, having filed his Pro Se Appearance and having executed a Stipulation to have this ratter heard as a default, the Court having heard sworn testimony of Petitioner in support of her said Petition for Dissolution of Marriage, and the Court being fully advised in the premises FINDS:

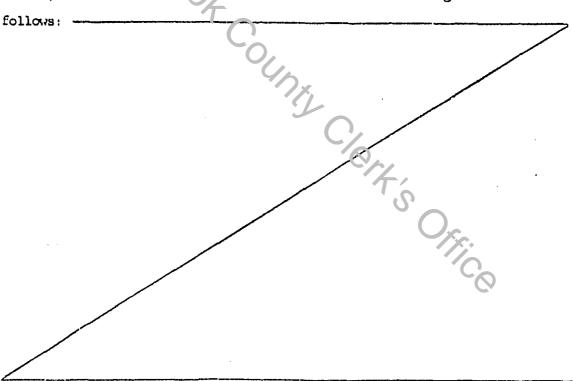
- 1. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.
- 2. That the Petitioner was domiciled in the County of Cook, State of Illinois, at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the County of Cook, State of Illinois for ninety (90) days next preceding the making of these findings.
- 3. That the parties were married on the 1st day of August, 1964, and said marriage was registered in Elm Grove, Wisconsin.
- 4. That three (3) children were born to the parties as issue of their marriage, namely: MICAELA MARIE CASSIDY, born February 3, 1966; ELIZABETH ANN CASSIDY, born March 1, 1967; DANIEL JAMES CASSIDY, born December 3, 1970; no children were adopted by the parties during the

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course of the marriage and that the Petitioner is not now pregnant.

- 5. Without cause or provocation by the Petitioner, the Respondent has been guilty of mental cruelty towards the Petitioner.
- 6. That the Petitioner has proved the material allegations of her Petition for Dissolution of Marriage and that a Judgment for Dissolution of Marriage should be entered herein.
- 7. That the parties hereto have entered into a written agreement cliff the 1st day of December 1981, concerning the issues of municenance, custody, child support and visitation, the respective rights of each party in and to the property, income and estate which either of them now owns or may hereafter acquire, 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 hereto; it is not unconsciouble and it is in words and figures as



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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into in Chicago, Illinois, this <u>lst</u> day of <u>December</u>, 1981, by and between BONITA CASSIDY (hereinafter referred to as "WIFE") and JAMES M. CASSIDY (hereinafter referred to as "HUSBAND"), both of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS, the said parties are now husband and wife having been married on the 1st day of August, 1964.

WHEREAS, three (3) children were born to the parties as issue of their said marriage namely: MICAELA MARTE CASSIDY, born February 3, 1966; ELIZABETH ANN CASSIDY, born March 1, 1967; DANIEL JAMES CASSIDY, born December 3, 1970; that no children were adopted by the parties during the course of the marriage and that the Wife is not now pregnant; and

WHEREAS, irreconcilable differences have arisen between the parties; and

WHEREAS, Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, Lawn as Case No. entitled in RE: THE MARRIAGE OF BONITA CASSIDY, Peritioner and JAMES M. CASSIDY, Respondent, and said cause is pending and indictermined; and

WHEREAS, the parties herein consider it to be in their best interest to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support, maintenance, custody, child support and visitation, and any and all other rights to property and otherwise growing out of the relationship existing between them and which either of them now has, or may hereafter have or claim to have against the other, and all rights of every kind, nature and

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description, real, personal and mixed, now owned or which may hereafter be acquired by either of them; and

WHEREAS, Wife is represented by JEROME N. ZURLA, and has had the benefit of advice and recommendation with reference to the subject matter of this Agreement; and

WHEREAS, Husband is representing himself, but has had the benefit of sacice and counsel of his own auditor and other professional people and has been fully apprised of all of the law applicable to the matters to be resolved; and

WHEREAS, the parties expressly acknowledge that he and she is each conversant with the wealth, property, estate and income of the other, and that each has been fully informed of his or her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto and for other good and valuable consideration herein expressed, the sufficiency of which is hereby severally acknowledged, the parties hareto do freely and voluntarily covenant and agree as follows:

1. Incorporation of Recitals.

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

2. Reservation of Litigation Rights.

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

3. Captions.

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

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4. Grammatical Changes.

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

5. Maintenance.

That the Husband and the Wife mutually waive and release their respective rights to seek maintenance from the other, past, present or future, subject to the terms of this Agreement.

6. Custody.

and education of the minor children, namely: MICAELA MARIE CASSIDY, born February 3, 19%; ELIZABETH ANN CASSIDY, born March 1, 1967; DANIEL JAMES CASSIDY, born December 3, 1970. The residency of said minor children shall be with the Wife in the marital home which is located at 432 South Donald, Arlington Heights, Illinois. The Husband shall have the right of visitation with the said minor children from 12:00 p.m. on Saturday to 8:00 p.m. on Sunday, on alternate weekends; two (2) weeks in the summer, with the Husband giving a two (2) week notice to the Wife prior to exercising his right of visitation; alternate holidays and any and all other times and places, as the parties may agree.

7. Child Support and Maintenance.

That the Husband, shall pay to the Wife, as and for unallocated maintenance and child support, the sum of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) per month for the Wife and minor children, rUCATA MARDE, ELIZABETH ANN and DANIEL JAMES, commencing on the 1st day of January, 1982, and continuing for the next forty-two (42) months, including June of 1985; commencing from the 1st day of July, 1985 through June of 1989, for a total of forty-eight (48) months, the Husband shall pay to the Wife and the minor child, DANIEL JAMES, the sum of ONE THOUSAND TWO HUNDRED DOLLARS,

landred (\$1,200.00) per month. This is thered on the hards incorrect dundred 1508.00) for menter drum against Casside, and Will net mile in-D 1242.00 ence I wreeks.

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That said payments shall <u>not</u> terminate except for the remarriage or death of the Wife or death of the Husband until the full ninety (90) payments have been made.

The said payments shall <u>not</u> be modifiable downward in any event.

The said payments shall <u>not</u> be modifiable upward based upon any factor or factors related to the needs or expenses of the Wife.

The said payments shall be modifiable upward based upon any factor or factors related to the needs and expenses of the minor children and the increased ability (both in absolute terms and in relative terms, compared to the ability of the Wife) of the Husband to provide additional support for the said minor children.

In the event of the remarriage of the Wife, prior to the attainment of the age of eighteen years, or completion of high school by the parties' minor children, whichever should happen later, the said payments shall be readjusted to pure child support payments at a level to be agreed upon by the parties at that time or to be set by the court of competent jurisdiction upon proper notice and perition of either or both of the parties.

That the said payments of unallocated maintenance by the Husband to the Wife shall be entirely taxable to the Wife and fully deductible by the Husband as and for Federal and State income tax purposes.

8. Division of Property.

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A) Narital Home.

That the Wife shall retain as her sole and exclusive property, free of any claim by the Husband, the real estate commonly know, as 432 South Donald, Arlington Heights, Illinois. That the legal description of said property is as follows:

Lot 48 in Stoltzner's Greenview Estates First Addition, a Subdivision of part of the West 1/8 of the North East 1/4 of Section 33, Township 42 North, Range 11 lying East of the 3rd Principal Meridian in Cook County, Illinois.

#32 Soury Donard, Arrivaran Heights, 12

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Upon entry of a Judgment for Dissolution of Marriage, the Husband agrees to convey all of his right, title and interest in and to said marital property to the Wife by Quit Claim Deed. The Wife shall be solely responsible for the mortgage indebtedness and real estate taxes relative to said property and agrees to indemnify and hold the Husband harmless from any liability he may incur thereon.

That the Wife hereby agrees that for and in consideration of this division, she shall not sell the marital home, for any reason whatscever, for five (5) years after the date of entry of this Judgment for Dissolution of Marriage. That although the Wife agrees not to sell said marital home for the five (5) year period, she is, nevertheless, responsible for all ordinary and extraordinary expenses on said marital home.

That the Husband further agrees that he shall make the following repairs to the marital home on or before the 1st day of June, 1982:

- a) Repair c'e driveway.
- b) Provide adequate carpeting throughout the marital home, except for the family room.
 - c) Repair the roof wich a new shingle roof.
- d) Repair all windows, including storms and screens, as needed.
- e) Paint interior and exterior of the marital home, as needed.

That these are the only repairs that are asceed upon by the parties and that any other repairs needed to the maricel lame will be the sole responsibility of the Wife

B. Marital Property.

1. That the Husband shall retain as his sole and exclusive property, free of any claim by the Wife, the duplex condominium in Abbey Springs, Wisconsin. The legal description of said property is as follows:

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Unit #6020A and so much of an undivided interest in the common areas and facilities as set forth in the Declaration of Condominium for Abbey Springs Condominium #10 along with the right of user and easement to the common areas and facilities as set forth in said Declaration, all in Abbey Springs Condominium #10, a condominium existing under and by virtue of the Unit Ownership Act of the State of Wisconsin, and recorded by Declaration as such Condominium in the Office of the Register of Deeds for Walworth County, Wisconsin on October 20, 1972 as Document #656314 in Vol. 79 of Records on page 707 and subject to any amendments and addendums thereto. Said condominium being located on the real estate described in said Declaration. The Post Office address of the above numbered unit being Unit #6020A, Abbey Springs Condominium, Fontana-on-Geneva Lake, Wisconsin. Also, included herein in this Condominium Deed is the transfer to the Grantee of eligibility for voting membership in the Unit Owners' Association provided for in the Declaration and which is a right running with the Unit.

Upon entry of a Judgment for Dissolution of Marriage, the Wife agrees to to convey all of her right, title and interest in and to said marital property to the Husband by Quit Claim Deed. The Husband shall be solely responsible for the mortgage inabtedness and real estate taxes relative to said property and agrees to incemnify and hold the Wife harmless from any liability she may incur thereon.

- 2. That the Husband shall retain as his sole and exclusive property, free of any claim by the Wife, his business which is known as Cassidy Brothers Inc., and any personal or real property that may be owned by Cassidy Brothers Inc. That the Wife agrees that any documents that may be needed to sign, as a result of her being a director of that company or for any other position she may have, will be executed by increelf regarding the release of any claims she may have against said company for any interest she may have in said company for any purpose whatsoever, which specifically includes pension rights.
- 3. That the Husband shall retain as his sole and exclusive property, free of any claim by the Wife, two (2) shares of a limited partnership known as the "Inn Partners Limited" located in San Antonio, Texas.

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Said partnership is now in Chapter 11 reorganization and that the Wife agrees to convey all of her right, title and interest in her one (1) share to the Husband. The Husband shall be solely responsible for any liabilities and receive any benefits of that share from the date of the signing of this Agreement.

C) Personal Property.

- 1. That the Husband hereby agrees to purchase a new autorchile for the Wife for a dollar amount not to exceed ELEVEN THOUSAND DOLLARS (\$11,000.00). Said automobile model and make shall be chosen by the Wife.
- That the Wife shall retain as her sole and exclusive property, free of any claim by the Husband, any and all furniture, furs and jewelry that she may now have in her possession or in the marital home, which has an approximate value of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).
- 3. That the assemble and shall retain as his sole and exclusive property, free of any claim by the Wife, all of the furnishings and fixtures that are now located in the duplex condominium located in Abbey Springs, Wisconsin.
- 4. That any and all other personal items or personal property not specifically mentioned are deemed to be divided by the parties.
- 5. That the Husband and the Wife hereby respectfully waive and release all of their right, title and interest in and to the personal property to be retained by the other.

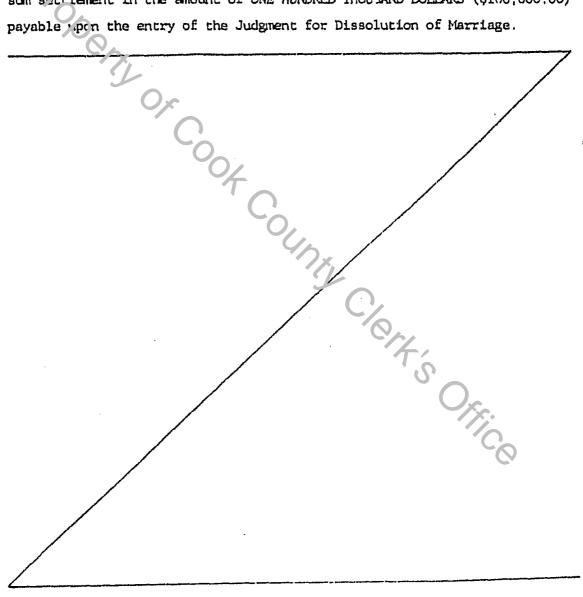
D) Bank Accounts.

- 1. That the Wife shall retain as her sole and exclusive property free of any claim by the Husband, a savings account which approximates FIVE THOUSAND DOLLARS (\$5,000.00).
- 2. That the Husband shall retain as his sole and exclusive property, free of any claim by the Wife, a TEN THOUSAND DOLLAR (\$10,000.00) Certificate of Deposit, held in joint tenancy, at the Bank and Trust Company of Arlington Heights.

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E) Lump Sum Settlement of Other Assets.

That for and in consideration of the division of any of the other assets acquired by the parties, including the value of Cassidy Brothers Inc., the value of the pension of the Husband, the value of one-half (1/2) of the property in Abbey Springs, Wisconsin, and any and all other personal or real property that may be owned by the parties, the Husband hereby agrees to give to the Wife a lump sum sattlement in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) payable pen the entry of the Judgment for Dissolution of Marriage.



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F) Debta.

That as of the date of this Agreement, there are no outstanding marital debts. However, any debts that have been incurred for legitimate family expenses, shall be paid by the Husband.

9. Medical Coverage for the Children.

The Husband further covenants and agrees that he will pay and defray any and all ordinary and extraordinary medical, dental, hospital, nurs ry, and medicine costs and expenses incurred on behalf of the minor children of the parties hereto until attainment by the children concerned of the age of majority or completion of college or university education, whichever shall occur last in point of time, and that he will save, indemnify and hold harmless the Wife, 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; the 13 re convenants and agrees that she will give the Husband advance notice in the event of the necessity of incurring the charges of this nature except in the case of grave emergency and that the Husband, except in cases of grave emergency, and at his own expense, may always obtain a second opinion as to the medical or dental needs of the children in question. The tern "extraordinary" as used in this paragraph shall include, but not by way on imitation, but by way of illustration, all psychiatric treatment, teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illness, requiring heapitalization or extended medical care, but shall not include routine checkurs, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like; and that he will keep and maintain or provide medical and hospitalization insurance by paying premium as same shall fall due to cover said liability and furnish the Wife with duplicate receipts of proof of payment as same shall fall due and further

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will furnish the Wife with a medical insurance card disclosing the existence of the current coverage.

10. Life Insurance.

That the Husband agrees to maintain a policy of life insurance and shall name the minor children as irrevocable beneficiaries thereon until the youngest child reaches twenty-one (21) years of age. That said life insurance policy is for a minimum of ONE HUNDRED THOUSAND DOLLARS (\$100,500.00). That the Husband shall provide the Wife with yearly documentation that said policy of insurance remains in full force and effect and that the beneficiary designation is in the name of the minor children.

11. College Education.

That the Husband shill exclusively contribute towards the college education expenses of the minor children, predicated upon the following:

- a) the Husband's apility to do so.
- b) the ability of the children to be of college level at a full-time college or university for a four (4) year course of study.
 - c) the financial resources of the child.
- d) it shall not be predicated upon the Wife's ability to contribute.

That the Husband agrees that if the minor child, DANTEL JAMES, attends either a parochial grammar school or high school, as agreed by the parties, the Husband shall pay over and above any other agreed amounts of the tuition for said parochial grammar school and/or high school while said DANIEL JAMES is a student.

12. Income Tax.

That the Husband and Wife hereby agree to file separate 1981 Federal and State Income Tax Returns and that any refunds or debts incurred by

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either party, as a result of the filing of their separate returns, shall be either paid or refunded to said party.

13. Attorneys fees.

That the Husband shall pay any and all costs and attorneys fees, unless otherwise agreed by the parties.

-14. Execution of Documents.

Each of the parties hereto will promptly execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Agreement. In the event either party fails to execute may document necessary to effectuate the terms of this Agreement, then we that event an Associate Judge of the Land Title Division of the Circuit Court of Cook County, Illinois, shall be appointed to execute the said documents in his or her place and stead.

15. Mucual Release.

Except as otherwise provided herein and to the fullest extent by law permitted to do so, each of the parties hereto does hereby agree to forever release, relinquish, waive and forever quit claim and grant the other party all rights of dower, homescead, and all property rights and claims, marical and non-marital, which either party now has or may hereafter have as husband, wife, widow or widower, or otherwise, by reason of the marital relationship now existing between them, by ceason of any present or future law of the United States or of any country, in, or to, or against the property of the other, or of the estates of the other, whether now owned or hereafter acquired, and the parties mutually agree that he or she will never, at any time hereafter sue the other party or his or her heirs, executors, personal representatives, administrators or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph; provided, however, that nothing herein contained shall operate or be construed as a release or waiver by either

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party to the other party of the obligations on the part of the other to comply with the provisions of this Agreement.

16. That the foregoing Agreement constitutes the total agreement of the parties.

17. Survival of Agreement After Judgment.

In the event that the Court sees fit to award either party a Judgment for Dissolution of Marriage upon the evidence presented in the pending parital action, then it is agreed that this Agreement shall be submitted to the Court for the Court's approval and if approved, shall be adopted as a part of the judgment entered in such case and thereafter shall be in full force and effect as part of the Court's judgment. In the event that the Court would fail or refuse to approve this Agreement, as executed by the parties or hereafter amended and refuses to order its adoption to any judgment herein, this Agreement shall be null and void.

18. Provisions Unamendable by Future Court Action.

The parties hereto agree that the content of this Agreement and all of the provisions thereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the content of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any Court to alter or amend the terms thereof. Nothing herein shall, however, henceforth be construed to deprive the courts of the State of Illinois of their inherent power to henceforth set appropriate orders of support, custody and visitation with reference to the minor children of the parties upon a proper showing of a material change in circumstances, in accordance with the Illinois Dissolution of Marriage Act in such case made and provided.

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

JAMES M. CASSIDY

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ON MOTION OF THE ATTORNEY FOR BONITA CASSIDY, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

- A. That the parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Petitioner, BONITA CASSIDY, and the Respondent, JAMES M. CASSIDY, are hereby dissolved.
- B. That the agreement between the Petitioner and Respondent, dated the <u>lst</u> day of <u>December</u>, 1981, and hereinabove set forth in full, is hereby 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 Order of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of this agreement.
- C. Each of the parties hereto will promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment. In the event either party fails or refuses to execute any documents required to effectuate the terms of this agreement, then the Judge of the Land Title Division of the Circuit Court of look County shall be appointed to execute said documents in their place and stand.
- D. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or fiture, and in and to the property of the other, whether real, personal or mixed. of whatsoever kind and nature and wheresoever situated, including but not timited by homestead, succession and inheritance arising out of the marital relationship or any other relationship existing between these parties hereto except as expressly set forth in the aforesaid agreement, is forever barred and terminated.
- E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution

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of Marriage, including all the terms of the agreement made in writing between the parties hereto dated the 1st day of December 19 81, as hereinabove set forth.

AGREEMENTAGHED

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JERCHE N. ZURLA Attorney for Petitioner Two North LaSalle Street Chicago, Illinois 60602 726-2636

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STATE OF ILLINOIS, COUNTY OF COOK ss.	94 C
I, MORGAN M. FINLEY, Clerk of and the keeper of the records, files and seal the	the Circuit Court of Cook County, in and for the State of Illinois, nereof, do he.eby certify the above and foregoing to be true, perfect
and completeCOPY OF A CERTAIN JUDG	GMENT MADE AND ENTERED OF RECORD IN SAID COURT:
	ట
in a certain cause lately pending in said Court, b	naturan
RONITE CACCIDY	
	plaintiff/petitioner
and JAMES M. CASSIDY	defendant/respondent.
	IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
	the seal of said Court, in said County, this
	APRIL 87
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