

We direct Attorneys' Title Guaranty Fund to issue the proceeds check in the following manner:

490,000.00 to Sally J. Miller

and the remainder of the proceeds to be issued to Robert J. Miller.

204 Colling Clert's Office

PLACITA JUDGMENT

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS.		
COUNTY OF COOK	1 SS.	
PLEAS, before	· e the Honorable - , , , , , , , , , , , , , , , , , ,	EVELYN JOHNSON ne State of Illinois, holding a branch Court of said
Court, at the Court Hous	se in said County, and State, on	June 12,
in the year of our Lord,	one thousand nine hundred and	87 and of the Independence

of the United States of America, the two hundredth and

America Or Cook County Clark's Office Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney JAMES E. O'GRADY,

Attest: MORGAN M. FINLEY, Clerk.

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STATE OF ILLINOIS)

COUNTY OF COOK]

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

IN RE THE MARBIAGE OF

SALLY J. MILLER.

Plaintiff,
and

ROBERT E. MILLER,

Defendant.

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Stipulation of the parties hereto to have this said cause heard as an uncentested matter; and the Plaintiff appearing in open court with her attorney, RICHARD B. GOULD, and, it appearing to the Court that the said Defendant has had due notice of the pendency of there proceedings of this said hearing; and, the Plaintiff having testified in open Court as to the allegations of her Petition for Dissolution of Marriage (a certificate of which evidence is filed herein), and, the court being fully advised in the premises, DOTH FIND:

- 1. That this cause has jurisdiction of the parties herete and of the subject matter hereof, and Cook County is the proper place of venue.
- 2. That SALLY J. MILLER, Plaintiff, resides at 465 Stratford, Des Plaines, Illinois in Cook County Illinois, and she has been a resident of Cook County and the State of Illinois

and that she has been a resident of Cook County and the State of Illinois for more than nunety days preceding the hearing on her Petition to Dissolve the Marriage of the parties. The Defendant is also a resident of Cook County, Illinois.

- That the parties hereto were lawfully joined in murriage at Chicago Illinois on February 28, 1963. Their marriage is registered in Cook County Illinois.
 - 4. That the parties are gainfully employed.
- 5. That as a result of this marriage, two children were born, none were adopted by the parties. POBERT C. and LAURA ANN are both are the age of eighteen. The Plaintiff is not now pregnant.
- That during said marriage, and contrary to his marriage yows, the said Defendant has been guilty of repeated acts of extreme mental cruelty toward the Plaintiff, as alleged in her Petition for Dissolution of their marriage, and mone of said conduct on his part was with sufficient or just cause or provocation thereof on her part.
- 7. That the plaintiff has proved the allegations of her Petition be sufficient, material and competent evidence, and the marriage of the parties should be dissolved.
- 8. That the parties have entered into a written Marital Settlement Agreement, which provides for the following: waiver of maintenance by the parties, division of real and personal property acquired during the marriage; payment of attorney's fees. The Agreement also provides for mutual releases as to any and all other property which is non marital property and which is acquired after the dissolution of the marriage of the parties. The Agreement further provides that it is now modifiable to the extent permitted by law. The Court has approved said Agreement and all of its provisions, and has admitted said Agreement to evidence as Plaintiff's Exhibit "A", and said Agreement is made a part of this Judgment.

MARITAL SETTLEMENT ACREEMENT

THIS AGREEMENT, made this // day of March, 1987, in Cook County, Illinois, by and between SALLY J. MILLER, hereinafter referred to as "wife" and ROBERT E. MILLER, hereinafter referred to as "husband."

The parties were lawfully married in Chicago, Illinois on February 28, 1963.

Irreconcilable differences have arisen between the parties, who are now living and have been estranged from each other and are not now living cogether as Husband and Wife.

The wife has filed against the husband, an action Dissolution of Marriage in the Circuit Court of Cook County, Divorce Division, Illinois, under case number 870-5453, entitled SALLY J. MILLER, Petitioner, vs. ROBERT E. MILLER, Respondent, and that case remains pending and undetermined

The parties hereto consider it to their best interests to settle between themselves the questions of maintenance; and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights 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 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 or personal now owned or which may hereafter be required by either of them, or any rights or claims in and to the estate of the other.

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, and that each has been informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the muchan 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 hereby freely and voluntarily agree as follows:

RIGHT OF ACTION: This Agreement is not one to obtain or stimulate a divorce. Wife reserves the right to prosecute any action for divorce which she has brought or may hereafter bring and defend any action which may be commenced by husband. Husband reserves the right to prosecute any action for divorce which he may hereafter bring and defend any action which has been or may be commenced by Wife.

REAL ESTATE OWNED BY PARTIES: The parties are joint owners of the following described premises:

Lot 38 in Stratford Manor Unit 4 of resubdivision of part of Lot 4 of Conrod Mochling subdivision in the NE 1/4 of Section 7, Township 41 North, Range 12 East of the 3rd Principal Meridian in Cook County, Illinois.

Upon the signing of this Agreement the parties will list the property for sale. Upon the sale of the residence the Wife will recieve the first \$90,000.00 of the net proceeds of the sale, and the husband will recieve the remainder.

PERSONAL PROPERTY: Title to the home furniture and furnishing presently situated at the marital residence of the parties shall be divided by mutual agreement of the parties, a list of the items to go to the husband is attached hereto as Exhibit A.

The wife has a checking account at the Des Plaines National Bank (#629-421409) with approximately \$10,000.00, and this will remain her property. The husband will keep his checking account at Video Jet Systems credit union. The wife will keep her profit sharing and her IRA account at the Video Jet Systems credit union. Each will keep his or her own car. The wife is satisfied that she knows the extent of the husbands assets, including his checking, profit sharing, pension plan, IRA account at Video Jet Systems, and he will keep these as his own.

INCOME TAXES: The parties agree to file joint Federal and State income tax returns for 1986 and any refund shall be divided between them equally.

EXISTING FAMILY DEBTS: Husband agrees to assume and pay all outstanding family debts to the date of the closing of the marital residence. The wife will purchase food for, and prepare, all of the family meals.

MAINTENANCE: That the husband and wife hereby waive any and all rights to maintenance, past, present and future. (formerly known as alimony)

COLLEGE EXPENSES: The parties will contribute, to the hest of each ones ability, towards the college education of LAURA ANN MILLER.

MEDICAL-HOSPITAL EXPENSES: Husband shall keep in full force and effect hospitalization insurance for the benefit of his daughter LAURA ANN until she completes her college education. Further, the Husband shall keep in full force and effect hospitalization insurance for the Wife upon entry of the Judgement of Dissolution.

ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees.

EXECUTION OF DOCUMENTS: That each of the parties agrees that he will upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in this agreement shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.

MUTUAL RELEASE AND RIGHTS: Except as herein provided, each of the parties does hereby forever waive, release and quit claim to the other party all rights of dower, homestead, alimony and all other property rights and claims which he or she now has or may hereafter have, as husband, wife, widow, widower or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such party.

tach or the particular Courther Court, and Court of hirself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

AGREEMENT TO BE SUBMITTED TO COURT: This Agreement shall be submitted to the Court for its approval and if approved shall be made party of the decree for Dissolution of Marriage, and shall be of effect and binding only if a decree for Dissolution of Marriage is entered in the said pending suit.

The undersigned have affixed their signatures on the date shown on page one.

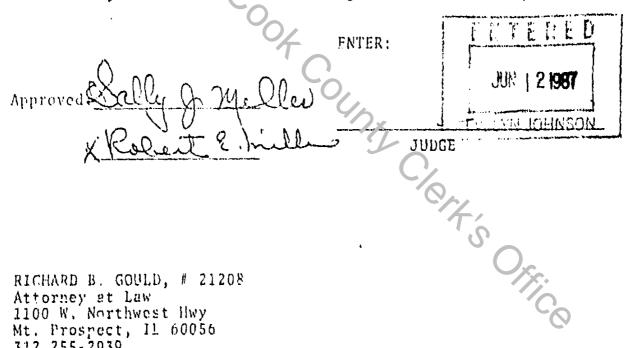
Robert & mill

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WHEREFORE, IT IS HERELD ORDERED, TOUCHED AND DECREED:

A. That the Petitioner SALLY J. MILLER's Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between them be and they are hereby dissolved.

- That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereto; that each and every proviso therein shell be binding upon the parties as an order of Court; that each of the parties shall comply with said provisos and shall execute all documents to effectuate said provisos.
- That the Court retain jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.



RICHARD B. GOULD, # 21208 Attorney at Law 1100 W. Northwest Hwy Mt. Prospect, IL 60056 312 255-2939

STATE OF ILLINOIS, COUNTY OF COOK ss.	Coop
I, MORGAN M, FINLEY, and the keeper of the records, files a	Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and seal thereof, do hereby vertify the above and foregoing to be true, perfect
and completeCOPY OF A CERT	AIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:
	<u>.</u>
SALLY J. MTLL	d Court, between
	• •
t.	IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
	the seal of said Court, in said County, this
	day of
(10-84) CCDCH-6	Mun Do July Clerk

Aroberty of Cook County Clerk's Office 355

Extra de Contra Triba PURROL CAS ASSESSED DENTIFIED SANCHEZ <mark>BEGISLEYE OL 111FE</mark> NY 8BA (BOS) (CORET 21 AON 193

TUTTLE, VEDRAL & COLLINS. P.C. 701 LEE STREET. SUITE 600 DES PLAINES, ILLINOIS 60016