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R E C E I P T

I, SARALEE A. RODGERS, hereby acknowledge receipt and payment in full of the monies due and owing me pursuant to my Judgment for Dissolution of Marriage in Case No. 87 D 8197 in the Circuit Court of Cook County, Illinois, under paragraph 5 of the Settlement Agreement incorporated in the Judgment therein.

That I hereby release JOSEPH E. RODGERS and the Registrar of Titles of Cook County, Illinois, from any causes of action or claims which I may have against either of them for any monies due me from the sale of the marital home located at 5605 West Church Street, Morton Grove, Illinois, legally described as follows:

The West Ten (10) feet of Lot Two (2)
All of Lot Three (3)
In North Side Realty company's Subdivision of the North Four (4) acres of the East Ten (10) acres of Lot One (1) in Assessor's Division of the Southeast Quarter (1/4) of Section 17, Township 41 North, Range 13, East of the Third Principal Meridian.

10-17-407-050

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and registered under Torrens Certificate Number 1350702.

That I hereby acknowledge that this obligation is satisfied.

Saralee A. Rodgers
SARALEE A. RODGERS

SUBSCRIBED and SWORN to before

me this 20th day of January 1988.

Dancy Church
Notary Public

Document prepared by: Gene A. Eich
8720 Ferris Avenue
Morton Grove, IL 60053

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PLACITA JUDGMENT

UNITED STATES OF AMERICA


STATE OF ILLINOIS,
COUNTY OF COOK

ss.

EVELYN JOHNSON

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 .-OCTOBER 1st.,
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 .-TWELFTH.....

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

RICHARD M. DALEY, State's Attorney
~~JAMES E. O'GRADY~~
~~RICHARD J. ELROD~~, 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)
)
 SARALEE A. RODGERS,)
)
 Petitioner,)
)
and)
)
 No. 87 D 8197
)
 JOSEPH RODGERS,)
)
 Respondent.)

JUDGMENT

This matter having come on for hearing as a default, the Respondent having been personally served and having filed his Appearance and Answer and having been represented in open Court through his attorney, Gene A. Eich; the Court having heard the evidence adduced, a certificate of which is filed herein, and now being duly informed, FINDS:

1. That it has jurisdiction of the parties and of the subject matter.
2. That the parties at the time of filing of said Petition and at the time of the entry of findings thereon were domiciled in the State of Illinois and said domicile has been maintained for no less than 90 days prior to the findings herein.
3. That the parties were lawfully married at Chicago, Illinois on June 25, 1960.
4. That three (3) children were born to the parties as a result of the marriage and that all are now emancipated and

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SPIEGEL & DeMARS
800 W. MONROE STREET
CHICAGO, IL. 60603
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ATTORNEY NO. 22184

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that no children were adopted nor is the petitioner presently pregnant.

5. That the Petitioner is 47 years old and employed as a secretary earning approximately \$21,000.00 per year gross.

6. That the Respondent is 51 years old and employed as a pressman earning approximately \$35,000.00 per year gross.

7. That the Petitioner after being granted leave to amend her Petition on its face from the grounds of mental cruelty to irreconcilable differences has by competent evidence established that irreconcilable differences between the parties have caused the irretrievable breakdown of the marriage.

8. That the parties have lived separated and apart for a continuous period in excess of one year.

9. That the parties have freely and voluntarily waived the requirements of Section 401 of the Illinois Marriage and Dissolution of Marriage Act.

10. That the parties have entered into a written property settlement agreement dated August 18, 1967, settling between themselves all matters relating to support, maintenance and all property rights. The Agreement has been presented to this Court for its consideration and approval and is in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 18TH day of AUGUST, 1987, by and between SARALEE A. RODGERS, hereinafter referred to as the Petitioner, and JOSEPH RODGERS, hereinafter referred to as the Respondent, both parties of Cook County, Illinois.

W I T N E S S E T H

WHEREAS, the Petitioner and the Respondent were married to each other on June 25, 1960, in Chicago, Illinois.

WHEREAS, irreconcilable difficulties and differences have arisen between the parties.

WHEREAS, three children were born to the parties; namely, LAURA, age 24 years, SUSAN, age 22 years, and JOSEPH, age 20. That no children were adopted and that the Petitioner is not now pregnant.

WHEREAS, the Petitioner has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County Domestic Relations Division, known as No. 87 D 8497 and entitled SARALEE A. RODGERS and JOSEPH RODGERS, and that this case is pending and undetermined.

WHEREAS, the Petitioner and Respondent hereto consider it to their best interests to settle between themselves the questions of maintenance (formerly known as alimony), support for the children, and to fully settle rights of property of the parties, other rights growing out of the marital and any other relationship now or previously existing between them, and

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to settle any rights which either of them has or may have hereafter 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 acquired by either of them, or any rights or claims in and to the estate of the other; and

WHEREAS, the Petitioner has employed and had the benefits of counsel of SPIEGEL & DeMARS, as her attorneys. The Respondent chooses to represent himself. Each party has had the opportunity to receive 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 she and he is conversant with all 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 and several promises and undertakings herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

1. That in the event the Circuit Court of Cook County in Case No. 87 D 8497, entitled SARALEE A. RODGERS and JOSEPH RODGERS, sees fit to award either party a Judgment for Dissolution of Marriage from the other upon evidence presented, then it is agreed that this Agreement shall be incorporated in said Judgment for Dissolution of Marriage by reference thereto and shall thereafter be binding and conclusive on the parties.

2. That there were three children born to the parties as a result of their marriage, but they are all now emancipated.

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3. That however, Joseph, age 20 years, is attending college and the parties agree to contribute to the cost of his college education to the best of their financial abilities at the time.

That the wife has borrowed \$1,500.00 from her brother-in-law, PETE RODGERS, for the purpose of paying the son's tuition for the fourth semester.

The the husband acknowledges said loan and agrees to be responsible for the repayment of one-half of it and as such to hold the wife harmless for one-half of the monies due plus any interest incurred.

4. That the parties mutually waive any rights to maintenance (formerly known as alimony) that they have or may have.

5. That the husband shall retain exclusive possession ~~and ownership~~ of the marital home located at 5605 West Church Street in Morton Grove, Illinois *until sold. SK*

~~That in connection with and in consideration for the above, the parties shall immediately obtain an appraisal of the home and real estate, legally described in Exhibit A, which is attached hereto, and the Respondent shall pay to the Petitioner one-half of the equity in the home in a lump sum plus one-half of any tax or insurance reserves.~~ *SK*

That the Respondent shall assume the mortgage payments and all obligations on said real estate, including keeping it in good repair, and shall hold the Petitioner safe and harmless from the same and act as her surety and indemnify her for any monies spent or judgments incurred against her as a result of a default in payments by the Respondent *until sold. SK*

~~That the Petitioner shall execute a quit claim deed conveying her interest in the real estate to the Respondent~~ *SK*

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~~upon the payment of the above-stated sums of money in full.~~

That ~~if~~ the Respondent ~~cannot immediately secure a~~^{JKK}
~~commitment for the financing needed to buy out the Petitioner's~~
~~interest in the marital home, as set forth above, then the~~
~~parties shall list the property for sale.~~

That upon the sale of the property, the parties shall
divide the net proceeds equally, less \$1,000.00 to the petitioner
and an additional credit to the respondent.

~~AS That if the Respondent cannot obtain financing to purchase~~
~~the Petitioner's interest, as stated above, and refuses to~~
~~list the property for sale, an Associate Judge in the Circuit~~
~~Court of Cook County will be allowed to sign in his place.~~

~~6. That the marital log cabin located in Paddock Lake,~~
~~Wisconsin shall be immediately listed for sale and the net~~
~~proceeds of said sale shall be divided equally by the parties.~~

~~7. That the parties have agreed to equally divide all~~
~~savings accounts and checking accounts.~~ JK JK

8. That each party shall keep the IRA account currently
in their name and waive any interest they have or may have in
the others.

9. That the Respondent shall have exclusive ownership
and possession of the 1981 Oldsmobile Cutlass automobile and
the Petitioner shall have exclusive ownership and possession
of the 1978 Oldsmobile Regency 98.

10. That each party shall pay their own attorney's fees
and court costs.

11. That the Petitioner agrees to be solely responsible
for the payment of an outstanding credit card debt with VISA
in the approximate amount of \$2,300.00 and the Respondent
agrees to be solely responsible for the payment of any other
jointly incurred debts; i.e. Wards (\$1,000.00) and that both

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parties shall hold the other harmless for same.

12. That the parties shall divide the marital furniture and furnishings between them in an amiable manner.

13. That the Respondent waives any rights he has or may have in the Petitioner's Illinois Municipal Retirement Fund, as well as her deferred compensation account, both recently begun.

14. That each of the parties agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interest 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 hereto.

15. That except as herein provided, each of the parties hereto does hereby forever waive, release and quitclaim to the other party all right of maintenance (formerly known as alimony), dower, homestead, and all other property rights and claims which he or she now has or may have hereafter, as husband, wife, widower, widow, 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 other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators, and assigns, for the purpose of enforcing any other of the

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rights specified in and relinquished under this paragraph.

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

17. That this Agreement shall be submitted to the Court for approval, and, if approved, it shall be made a part of the Judgment for Dissolution of Marriage, and shall be of effect and binding only if a Judgment for Dissolution of Marriage is entered in the said pending case.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on the day and year first above written.


SARALEE A. RODGERS
Petitioner


JOSEPH RODGERS
Respondent

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EXHIBIT A

IN NORTH SIDE REALTY COMPANY'S SUBDIVISION OF THE
NORTH FOUR (4) ACRES OF THE EAST TEN (10) ACRES OF
LOT ONE (1) IN ASSESSOR'S DIVISION OF THE SOUTHEAST
QUARTER (1/4) OF SECTION 17, TOWNSHIP 41 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
commonly known as: 5605 W. Church St.
Morton Grove, Illinois

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On motion of said attorneys for the Petitioner, it is therefore Ordered, Adjudged, and Decreed, and this Court, by virtue of the power and authority therein vested, and the statute in such case made provided, does hereby Order, Adjudge and Decree as follows:

1. That the bonds of matrimony heretofore existing between the Petitioner, SARALEE A. RODGERS, and the Respondent, JOSEPH RODGERS, be dissolved, and the marriage is accordingly dissolved as to both parties.

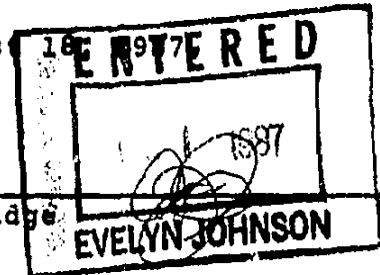
2. That the Agreement of the parties, dated August 18, 1987, and all of its terms and provisions, are hereby merged, incorporated, and made a part of this Judgment for Dissolution of Marriage.

3. That the parties are ordered and directed to execute and carry out all of the terms, provisions, and conditions of this Judgment and of the Agreement, dated August 18, 1987, incorporated herein, and to execute any and all documents necessary for the carrying out of said terms and provisions.

4. That this Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the Agreement, dated August 18, 1987.

ENTER:

Judge



DATE: _____

APPROVED:

Saralee Rodgers
Petitioner

Joseph Rodgers
Respondent

LAW OFFICES
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600 W. MONROE STREET
CHICAGO, IL. 60603
(312) 726-3377
ATTORNEY NO. 22184

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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

SARALEE A. RODGERS

plaintiff/petitioner

and JOSEPH RODGERS

defendant/respondent.

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

the seal of said Court, in said County, this 20th

day of JANUARY 19. 88

Morgan M. Finley Clerk

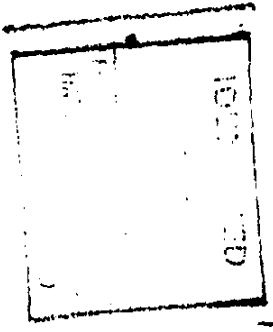
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HARRY BOSE YOUNG
REGISTRAR OF TITLES

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SUITE 1
CHICAGO, IL 60602

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