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A F F I D A V I T

 The undersigned, being first duly sworn, hereby states and affirms:

1. That the undersigned were awarded a Judgment for Dissolution of Marriage in Case #86D 2826 from the Circuit Court of Cook County on or about May 28, 1986.

2. That a certain Marital Settlement Agreement dated December 26, 1985 between the undersigned was attached to and incorporated into the aforesaid Judgment for Dissolution of Marriage.

3. That the aforesaid Marital Settlement Agreement, in Article III,1,C incorrectly stated that the Wife was to pay the Husband \$321.04 in installments (pursuant to a Promissory Note) for the Husband's marital share in certain real property which is legally described in Torrens Certificate No. 1423511.

4. That the correct amount of the payment, and Promissory Note, from the Wife to the Husband for his marital share was \$26,750.00.

5. That the aforesaid Marital Settlement Agreement in Article III,1,C stated that the Wife was to execute a mortgage in favor of the Husband to secure the Promissory Note referred to in Paragraphs 3 and 4 above.

6. That this Affidavit is given to induce the Registrar of Titles to accept for filing a mortgage from the Wife to the Husband to secure the Promissory Note from the Wife to the Husband referred to in Article III,1,C of the aforesaid Marital Settlement Agreement.

Dated: March 5, 1988

Mary Lalowski
Mary Lalowski

Anthony Lalowski
Anthony Lalowski

SUBSCRIBED AND SWORN to
before me this 5th day
of March, 1988.

[Signature]
Notary Public

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OFFICE OF THE CLERK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19__.

CLERK OF THE COUNTY OF COOK, ILLINOIS

BY _____

DEPUTY CLERK

19__

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Form #20

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Certificate No. 1423511 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1423511 indicated affecting the
following described premises, to-wit:

Lot 9 in the Subdivision of Lot 5 of Lot 3 in Subdivision
of the South East 1/4 of the South West 1/4 of Section 7,
Township 40 North, Range 14, East of the Third Principal
Meridian in Cook County, Illinois.

3693961

14-07-315-028 FEO
4936 N. Hoyne Ave. n
Chicago, Ill. 60628

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

Myra Roberts

CHICAGO, ILLINOIS 3-16-1978

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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK SS.

PLEAS, before the Honorable LOUIS J. HYDE,
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 MAY 28th,
in the year of our Lord, one thousand nine hundred and 86, and of the Independence
of the United States of America, the two hundredth and TENTH

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

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

[Handwritten signatures and initials]

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ENTERED
CLERK OF THE CIRCUIT COURT
MAY 28 1986
JUDGE
DEPUTY CLERK
LOUIS J. SING

STATE OF ILLINOIS }
COUNTY OF COOK } SS

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

IN RE: THE MARRIAGE OF
MARY L. LALOWSKI,
Petitioner,
and
ANTHONY R. LALOWSKI,
Respondent.

NO. 86 D 2826

8001

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petition for Dissolution of Marriage of MARY L. LALOWSKI and the Appearance thereto of the Respondent, ANTHONY R. LALOWSKI, and stipulation that it be heard as a default, the Court having heard the evidence and having considered a Marital Settlement Agreement entered into by and between the parties hereto and as hereinafter set out; and the Court being fully advised in the premises;

DOTH FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
2. That the Petitioner was domiciled in the State of Illinois at the time of the commencement of the within action, and has maintained her domicile in the State of Illinois for

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more than ninety (90) days next preceding the date of these findings.

3. That the parties hereto were lawfully married on October 19th, 1957, in Chicago, Cook County, Illinois, where said marriage was registered.

4. That four (4) children were born to the parties as a result of this marriage, namely ANN MARIE, ANTHONY E., IRENE THERESE, and EDWARD A., all adults. No children were adopted by the parties as a result of the marriage. Petitioner is not now pregnant.

5. That the Petitioner, by competent evidence, has proved the allegations of her Petition for Dissolution of Marriage, including the grounds and her freedom from fault or provocation, sufficiently upon which this Court may grant a Judgment for Dissolution of Marriage.

6. That the parties hereto have entered into a Written Marital Settlement Agreement, that said Agreement has been presented to this Court and is found to be fair, just and equitable; and said Agreement is hereby approved by this Court. Said agreement is attached hereto and by reference made a part of this Judgment of Dissolution as if it were set forth in full within the ordering part of said judgment and is incorporated herein.

NOW, THEREFORE, in accordance with all of the foregoing, and pursuant to the authority vested in this Court by the Statutes of the State of Illinois in such case made and provided;

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED:


1. That the parties hereto are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the parties hereto be and the same are hereby dissolved as to both parties.

2. That the Marital Settlement Agreement entered into by the parties is hereby incorporated and merged into this Judgment of Dissolution as if fully set forth herein and each and every provision is binding on the parties.

3. Any right, claim, demand or interest of the parties in and to maintenance for themselves, past, present or future; and in or to the property of the other, whether real, personal or mixed, and wheresoever situated, including homestead, succession and inheritance, arising out of the marital relationship existing between the parties hereto, except as expressly set forth in this Judgment and the attached Marital Settlement Agreement, is forever barred and terminated.

4. This Court retains jurisdiction of this cause for the purpose of enforcing the terms and provisions of this Judgment.

ENTER:



JUDGE

DATED: _____

BRENDAN J. MC COEY
Attorney No. 26656
400 East Main Street
Barrington, IL 60010
(312) 381-1021

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

IN RE: The Marriage of
MARY L. LALOWSKI,
Petitioner,

and
ANTHONY R. LALOWSKI,
Respondent.)

NO. 86 D 2826

MARITAL SETTLEMENT AGREEMENT

This Agreement, made December 26th, 1985, at Chicago, Illinois by and between MARY L. LALOWSKI (hereinafter referred to as Wife), residing in Chicago, Illinois and ANTHONY R. LALOWSKI (hereinafter referred to as Husband), residing in Chicago, Illinois.

RECITALS

A. The parties were lawfully married at Chicago, Illinois on October 19th, 1957.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have ceased to live together as husband and wife.

C. Four children were born to the parties as a result of their marriage, namely: ANN MARIE, born 1958; ANTHONY E., born 1959; IRENE THERESA, born 1962; and EDWARD A., born 1964, all

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adults. No children were adopted by the parties as a result of this marriage, Wife is not now pregnant.

D. Wife has filed against Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois under Docket Number 86D2826. The case is entitled: IN RE: The Marriage of MARY L. LALOWSKI, Petitioner, and ANTHONY R. LALOWSKI, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance 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 and all rights of every kind, nature and description which either of them now has or may hereafter have against the other, or in or to any property of the other, whether real, personal or mixed now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. Wife has employed and had the benefit of counsel of BRENDAN J. MC COEY, as her Attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other. Each party

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also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each party has been fully informed of his or her respective rights in the premises.

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

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

ARTICLE I

Right of Action and Incorporation of Recitals

1. The foregoing recitals are made a part of this Agreement.
2. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.

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

ARTICLE II

Maintenance

1. Wife waives now and forever all claims for maintenance (formerly known as alimony) from Husband.
2. Husband waives now and forever all claims for maintenance (formerly known as alimony) from Wife.
3. Each party hereby acknowledges that by reason of said waiver they cannot return to this Court or to any other Court of competent jurisdiction and ask for maintenance.

ARTICLE III

Real Property

1. The marital residence located at 4936 North Hoyne, Chicago, Illinois, is owned in joint tenancy by the parties. Said residence is legally described on Exhibit A attached hereto. As to the marital residence:

A. The parties agree that Husband shall convey all

his interest in the marital residence to Wife by Deed, the form of which is attached hereto as Exhibit B.

B. The parties agree that Wife shall have sole and exclusive use and occupancy of said marital residence, and she shall be solely responsible for all payments to become due after the execution of this Agreement on the existing mortgage loan with none, real estate taxes, utilities, any special assessments, insurance, and any repairs and maintenance thereto; and Wife shall indemnify and hold Husband harmless for any claims or demands made upon him for payment of these aforesaid obligations.

C. Wife shall pay Husband the sum of Three hundred and twenty one and 00/100 (\$321.00) in installments as and for his share in the marital residence. Wife shall execute a note and mortgage in favor of Husband at Twelve percent (12%) per annum, amortized over Fifteen (15) years. Copies of said note and mortgage are attached hereto and made a part hereof of Exhibits C and D.

26,749.59

ARTICLE IV

Furniture and Furnishings

Except for those items of personal property and furniture previously taken by Husband all of the furniture, furnishings, appliances, works of art, and other personal property contained in the marital residence shall be the sole and exclusive property

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of Wife and Husband shall have no further right, title or interest therein.

ARTICLE V

Automobile

1. The 1977 CHEVROLET ^{as} automobile shall be the sole and exclusive property of Wife, and Husband shall have no further right, title, or interest therein. Wife shall be solely responsible for payment of the installment purchase contract indebtedness, license fees, insurance, repairs and maintenance on said automobile.

2. Wife shall have no further right, title, or interest therein in Husband's automobile. Husband shall be solely responsible for payment of the installment purchase contract indebtedness, license fees, insurance, repairs and maintenance on said automobile, *a 1984 Ford Van 150. CD.*

3. Both parties shall execute any and all documents necessary to effectuate transfer of title into the name of the other party.

ARTICLE VI

Liquid Assets

The parties agree that they have divided any monies existing at the time of execution of this Agreement equally. Each party maintains a separate bank account and neither party has a claim

on the account of the other.

ARTICLE VII

Debts and Obligations

1. Except as otherwise provided in this Agreement, each party shall be solely responsible for each persons debts incurred after the execution of this Agreement, and each shall indemnify and hold the other harmless on any claims or demands made upon the other concerning said debts.

ARTICLE VIII

1985 Income Tax Returns

1. Wife Will prepare the parties individual US 1040 income tax returns and IL 1040 income tax returns for 1985, and Husband and Wife will file a joint tax return.

2. Husband has provided access to all data and documents necessary for preparation of said returns.

3. Any refunds shall be the sole property of Wife.

ARTICLE IX

General Provisions

1. Except as otherwise provided herein, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the

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respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute, acknowledge and deliver any and all documents necessary and 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.

2. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent.

3. This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum or political jurisdiction where it may come up for construction, enforcement or modification. If a Court of competent jurisdiction at any time after entry of judgment of

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Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, the parties are residents of and domiciled in Illinois, Wife filed an action for Dissolution of Marriage in Illinois, and Husband filed an appearance and answer therein, and the parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

IN WITNESS WHEREOF, Wife and Husband have hereunto placed their respective signatures the day and year first above written.



MARY L. LALOWSKI



ANTHONY R. LALOWSKI

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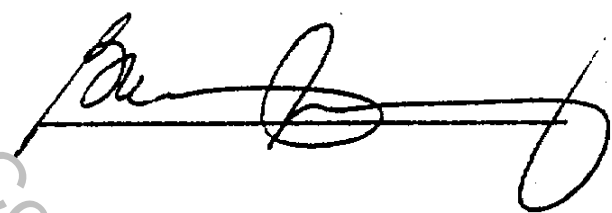
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

Before me, a notary public in and for the county and state aforesaid, appeared MARY L. LALOWSKI, personally known to me to be the same person who executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

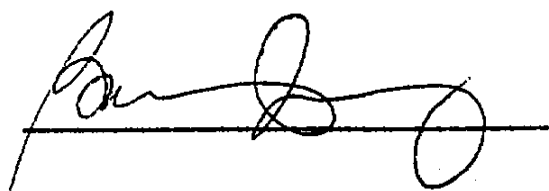
Given under my hand and notarial seal this 26th day of December, 1985.



STATE OF ILLINOIS)
COUNTY OF COOK) SS

Before me, a notary public in and for the county and state aforesaid, appeared ANTHONY R. LALOWSKI, personally known to me to be the same person who executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, 1986.



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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

. MARY L. LALOWSKI, plaintiff/petitioner

and ANTHONY R. LALOWSKI, defendant/respondent.

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

the seal of said Court, in said County, this 29th,

day of SEPTEMBER, 19. 87.

Morgan M. Finley Clerk

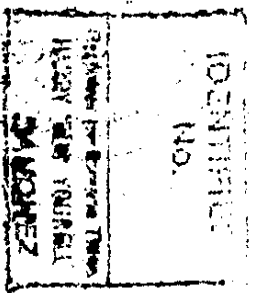
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Handwritten: 3000001

Handwritten: Michael Elliott
200 W Adams
Chicago, IL 60606



1988 MAR 13 PM 2:31
HARRY (1985) YOUNG
REGISTRAR OF TITLES

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