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Certificate No. 1345494 Document No. 3180760

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1345494 Indicated affecting the
following described premises, to-wit:

LOT 21 IN A.H. BURLEY'S SUBDIVISION OF
LOTS 1 AND 4 IN BLOCK 9, IN WM. B. OGDEN'S
SUBDIVISION OF THE SOUTHWEST 1/4 OF
SECTION 18, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILL.

PIN# 14-18-324-042  c/k/a 2240 W IRVING PK RD
CHICAGO, ILL.

Section 18 Township 40 North, Range 14 East of the
Third Principal Meridian, Cook County, Illinois.

Judith Jankuba

CHICAGO, ILLINOIS 7-7 1988.

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State of Illinois

County of Cook

Affidavit as to child Support:

Martha Noboa being sworn on oath states that as of July 5, 1988, regarding Child Support provided in the case: in regards to the marriage of Samuel Oliva and Martha Oliva No. 84 D 10827 Judgement dated November 15, 1984 All Child Support provided therein has been paid to date, dated this 5th day of July, 1988. and on oath further states that affiant makes this affidavit for the purpose to induce the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible liens. said affiant agrees to save harmless the Registrar of Titles from any loss, claim, damage and expenses.

Martha Noboa

MARTHA NOBOA

Subscribed and sworn to me this 5th day of July, 1988.

Emily Mettler
Notary Public

This instrument prepared by:

Gregory S. Luczak
3408 Dundee Rd.
Northbrook, IL

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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.

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PLEAS, before the Honorable Everett A. Braden
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 November, 15,
in the year of our Lord, one thousand nine hundred and 84, and of the Independence
of the United States of America, the two hundredth and twelfth

PRESENT: - The Honorable Everett A. Braden
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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Dissolution of Marriage, an actual resident and domiciliary of the State of Illinois.

3. That the counter petitioner and the counter respondent were lawfully married on, to-wit: the 26th day of September, 1980, at Chicago, Illinois, which said marriage was there duly registered.

4. That one (1) child was born to the parties as a result of their marriage namely: ELIZABETH OLIVA; that no children were adopted by the parties as a result of their marriage and the counter petitioner is not now pregnant.

5. That in and during the continuation of the marriage of the parties hereto, the counter petitioner always treated the counter respondent in a manner becoming a good, true, kind, and affectionate wife, but that the said counter respondent, not regarding his marriage vows and obligations, has been guilty of extreme and repeated mental cruelty toward the counter petitioner within the meaning and purview of Paragraph 2, Section 401, of the Illinois Marriage and Dissolution of Marriage Act.

6. That the counter petitioner has substantially proved the material allegations of her Counter Petition for Dissolution of Marriage hereinbefore filed, and that the counter petitioner is entitled to a Judgment for Dissolution of Marriage from the counter respondent as prayed in her said Counter Petition for Dissolution of Marriage.

7. That the conduct on the part of the counter respondent as hereinbefore set forth was wholly without any just or reasonable cause or provocation to her by the counter petitioner given, and that the counter

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petitioner has been living separate and apart from the said counter respondent as a single woman without fault on her part.

8. That the parties hereto have entered into an Agreement in writing dated the 16 day of November, 1984, settling and disposing between themselves the questions of support and maintenance, certain proprietary rights inhereing in them respectively arising out of the marital relationship heretofore existing between them, and of the payment of attorneys' fees and costs.

9. That said Agreement, signed by the counter petitioner and the counter respondent is set forth verbatim hereinafter and is made part of this Judgment, and is in words and figures as follows:

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of November, 1984, by and between MARTHA OLIVA, hereinafter referred to as "wife", and SAMUEL OLIVA, hereinafter referred to as "husband", both parties being residents of the County of Cook and the State of Illinois.

WITNESSETH:

WHEREAS,

A. That the parties hereto were lawfully married on the 26th day of September, 1980, at Chicago, Illinois, and said marriage was there duly registered.

B. That one (1) child was born to the parties hereto as issue of their said marriage, namely: ELIZABETH OLIVA, having been born on December 2, 1981; that no children were adopted by the parties hereto during the course of their marriage, and the wife is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties hereto, as a result of which they have separated and have been and are now, living separate and apart from each other and not as husband and wife.

D. That the wife has filed a Counter Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois, known as Case Number 84 D 10827, entitled, "IN RE: THE MARRIAGE OF SAMUEL OLIVA, Petitioner and Counter-Respondent, and MARTHA OLIVA,

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Respondent and Counter-Petitioner." Said cause is still pending and undetermined.

E. That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance, child support and related matters, the respective rights of property arising out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has, or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. That the wife has employed and has had the benefit of counsel of the law firm of MAMMAS AND GOLDBERG, LTD. as her attorneys. That the husband has employed and has had the benefit of the counsel of LAWRENCE RAPHAEL of the law firm of HART AND RAPHAEL as his attorneys. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement.

G. That the parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, both directly and through furnishing of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

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

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 husband reserves the right to prosecute his pending action for dissolution and to defend any action which the wife may commence. The wife reserves the right to prosecute any action for dissolution of marriage which she may deem necessary or proper and to defend any action which the husband 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 scope or effect of any provision of this Agreement.

4. GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be

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appropriate under the circumstances then existing.

5. CUSTODY

A. Husband and wife hereby agree that they shall be awarded the joint care, custody, control and education of the minor child, ELIZABETH OLIVIA, born December 2, 1981. The parties further hereby expressly agree that the best interests and welfare of the minor child will be promoted and served if wife is awarded the physical possession of said minor child and accordingly, upon the effective date of this agreement, wife shall have the sole physical possession, care and control of the minor child, ELIZABETH.

B. Husband and wife acknowledge that the best interests of the minor child will be further served if they endeavor to foster the love and affection of the minor child towards each parent and thereby refrain from directly or indirectly prejudicing the minor child against the other. To facilitate and promote a meaningful relationship, husband and wife covenant and agree that:

1. Each shall encourage and permit reasonable telephonic and mail communication between the child and the other party.

2. Each shall be entitled to complete information relative to the medical, dental, optical, emotional, mental and or educational status of the minor child, inclusive of but not limited to any and all reports concerning the minor child issued in this regard.

3. Each shall keep the other fully advised in the event the minor child experiences serious illness or is involved in an accident.

4. Each shall advise the other of their respective residential

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and business addresses and telephone numbers and shall inform each other with respect to the physical whereabouts and location of the minor child.

5. Husband shall be consulted in connection with all major decisions relating to the education, health care, religious training and any other matter involving the overall well being of the minor child, except in cases of emergency.

6. VISITATION

Husband shall have the right of liberal and reasonable visitation with the minor child, ELIZABETH, consistent with her best interests and welfare. That a schedule of visitation is appended hereto and incorporated herein, as Exhibit A.

7. MEDICAL COVERAGE FOR THE CHILD

The husband further 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 child of the parties hereto until attainment by the child concerned of the age of majority or completion of her trade, vocational, college or university education, whichever shall occur last in point of time. 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 wife covenants 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

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his own expense, may always obtain a second opinion as to the medical or dental 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 and psychological treatment, teeth straightening, dental braces, major dental work, eye glass and optical care, operations and services rendered as a result of serious accidents or as a result of serious illness, requiring hospitalization or extended medical care, but shall not include routine checkups, 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 premiums 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, will annually furnish the wife with a medical insurance identity card disclosing the existence of the current coverage.

With respect to psychiatric and or psychological expenses, it is expressly agreed that husband's obligation thereon shall be limited to Fifty Dollars (\$50.00) per month for a period of two (2) years from entry of a Judgment for Dissolution of Marriage. Husband shall be responsible for psychiatric and or psychological expenses over and above Fifty Dollars (\$50.00) per month during said two year time frame only upon his agreement or by order of Court.

With respect to the purchase of eyeglasses, wife agrees to provide husband with prior notice as to price and place of purchase; husband representing

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herein that he presently has clientele wherein he can obtain eyeglasses at a reduced price.

8. LIFE INSURANCE COVERAGE

The husband hereby covenants and agrees that he shall keep and maintain a policy or policies of life insurance insuring his life in a minimum face value amount of One Hundred Thousand Dollars (\$100,000.00) in full force and effect by paying the premiums thereon as same shall fall due and by doing all other acts and things necessary or expedient to that end and he will within ten days from an entry of Judgment for Dissolution of Marriage execute and deliver to the respective insurers the usual and customary documents used by them to designate beneficiaries thereunder. In this regard, so long as husband shall have an obligation to pay unallocated maintenance and child support he shall name wife as beneficiary under said policy or policies of life insurance in the minimum face value amount of One Hundred Thousand Dollars (\$100,000.00), to the extent of Twenty Thousand Five Hundred Sixty-Eight Dollars (20,568.00), with the remaining proceeds being allocated for the minor child. At such time as husband no longer has a financial obligation to wife in accordance with the terms and provisions of the within agreement, then in that event, husband shall name the minor child, ELIZABETH as full and sole beneficiary under said policy or policies of life insurance until such time as said minor child attains the age of majority, is emancipated or completes her trade, vocational or college or university education whichever shall be the last to occur. Thereafter, husband shall be entitled to alter the beneficiary designation under said policy or policies of life insurance to any person of his

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choosing. Husband shall have the right to name a trustee to receive the proceeds of the above referenced life insurance on behalf of and for the benefit of the minor child.

The husband further covenants and agrees that he shall provide the wife with duplicate copies of the policies of insurance and receipts of proof of payment of premiums as same shall fall due and he further represents and warrants that there are no liens or encumbrances upon said policies. The husband further covenants and agrees that he will not in the future borrow against, pledge, hypothecate or to convert the cash surrender value of the said policies, if any, until his obligation to maintain such insurance no longer exists.

To the extent that the life insurance proceeds to be made available hereunder are less than the aforesaid amount of One Hundred Thousand (\$100,000.00) Dollars, then in that event wife on her own behalf, on behalf of the minor child or the child herself shall have a valid and provable claim against the estate of the husband for any deficiency in the extent of life insurance proceeds available.

9. PRIVATE EDUCATION.

A. Predicated upon his financial ability to pay, husband shall be responsible for the costs and expenses attendant to a private grade and high school education for the child of the parties, ELIZABETH. In this regard, husband shall have prior input and consultation with respect to the selection of a school or schools which ELIZABETH shall attend. Further, husband shall be entitled to receive reasonable advance notice as to the payment schedule for tuition, books, activity fees, transportation and the like. In the event that

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husband and wife cannot agree as to the selection of a private grade or high school which the child shall attend, then in that event the issue shall be submitted to a Court of competent jurisdiction for adjudication upon proper notice and petition.

10. RELIGIOUS EDUCATION.

Predicated upon his financial ability, husband hereby covenants and agrees to pay and defray the costs and expenses attendant to a religious education for the minor child, ELIZABETH. In this regard, husband shall have the right of prior consultation and input as to the selection of a religious school, as well as being entitled to reasonable advance notice as to the costs and expenses attendant thereto. In the event, husband and wife cannot agree as to the selection of a religious school to be attended by the minor child, ELIZABETH, then in that event the issue shall be submitted to a Court of competent jurisdiction for adjudication upon proper notice and petition. It is further agreed that husband's obligation hereunder shall be limited to expenses attendant to catechism leading up to and including First Communion and First Confirmation.

11. COLLEGE EDUCATION FOR THE CHILD

The husband further covenants and agrees that he shall pay for trade, vocational or a college or university education for the child of the parties hereto, which obligation shall be predicated upon the scholastic aptitude of the aforesaid child and the husband's financial ability. The decisions affecting the education of the child, including the choice of college or other

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institution, shall be made jointly by the parties and shall consider the expressed preference of the child, but neither husband nor wife shall unreasonably withhold his or her consent to the expressed preference of the child. In the event that the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition. Husband shall pay and defray all and singular the costs and expenses necessarily incurred incident to the provision for the child aforesaid of an education including, not by way of limitation, but by way of illustration, allowances, tuition, room and board, books, laboratory fees, activity fees, clothing, transportation expenses, student health fees, and other expenses usually and customarily incurred in the acquisition of a trade, vocational, college or university education. The obligation of the husband under the terms of this provision shall be irrespective of the fact that the child concerned may prior to the commencement of such education have attained, or may during the course thereof attain, the age of majority. That in addition to the foregoing, it is further expressly agreed that in the event of the untimely death of the husband, then, and in that event, reasonable contribution toward the further educational expenses of the child shall be a valid and provable claim and charge against the husband's estate. Husband's obligation herein for college expenses is predicated upon Section 513 of the Illinois Marriage and Dissolution of Marriage Act.

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12. SUMMER CAMP

Predicated upon his financial ability, husband hereby covenants and agrees to pay the summer camp expenses for the minor child, ELIZABETH. In

this regard, husband shall have the right prior input and consultation as to the selection of the camp to be attended. In the event that the parties hereto cannot agree as to the selection of a summer camp, then in that event the issue shall be submitted to a Court of competent jurisdiction for adjudication upon proper notice and petition.

13. WAIVER OF MAINTENANCE.

Husband hereby expressly waives and releases his right to seek maintenance from wife, past, present and future.

14. UNALLOCATED MAINTENANCE AND CHILD SUPPORT.

Predicated upon the wife's unemployment and the current net monthly income of husband from his employment, husband shall pay to wife the following sums as and for unallocated maintenance and child support:

1. Commencing in the month in which a Judgment for Dissolution of Marriage is entered, the sum of Three Thousand Five Hundred Seventy-One, (\$3,571.00) dollars; thereafter the sum of One Thousand Seventy-One, (\$1,071.00) dollars per month payable upon the fifteenth day of each month. Said payments as and for unallocated maintenance and child support shall be tendered directly to wife and not through the Child Support Enforcement Division of the Circuit Court of Cook County, Illinois.

2. That said payments as and for unallocated maintenance and child support shall terminate and abate upon the remarriage of wife, wife's cohabitation with another person on a continuing resident, conjugal basis, the death of husband, the death of wife or husband having tendered a total of

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twenty-four payments whichever shall be the first to occur.

3. That said payments as and for unallocated maintenance and child support shall be expressly includable as income to wife and deductible by husband relative to the preparation and submission of their respective federal and state income tax returns in accordance with Sections 71 and 215 of the Internal Revenue Code in such case made and provided.

4. At such time as husband shall no longer be obligated to tender unallocated maintenance and child support as set forth hereinabove, wife's right to receive maintenance from husband shall be forever barred and terminated.

5. At such time as husband is no longer obligated to pay unallocated maintenance and child support, husband shall pay a sum equal to twenty percent (20%) of his income as defined by the Illinois Marriage Act in such case made and provided in this regard, husband shall provide wife with all relevant documentation so as to enable her to ascertain the sum certain to be paid as and for child support. Said payments shall be tendered on the first day of each month.

6. Commencing in the taxable year 1984, husband shall be solely entitled to claim the minor child as a dependent exemption for income tax purposes.

7. In the event husband exercises his right to visitation each August, he shall be entitled to a partial abatement in the amount of 50% of his then child support obligation; provided however while husband is paying unallocated support in the sum of One Thousand Seventy-One Dollars (\$1,071.00),

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the abatement shall be in the amount of One Hundred Seven Dollars (\$107.00).

15. DIVISION OF PROPERTY.

A. Real Estate

1. Husband shall retain as his sole and exclusive property, free of any claim by wife, the real estate commonly known as 5517 North Mobile, Chicago, Illinois; 2240 Irving Park Road, Chicago, Illinois and 10419-21 South Hale, Chicago, Illinois. That the legal descriptions of said real estate are appended hereto and incorporated by reference herein as group exhibit B. Upon entry of a Judgment for Dissolution of Marriage herein, wife hereby covenants and agrees to convey and or assign all of her right, title and interest in and to said real estate properties to husband by appropriate documentation.

2. Husband shall be solely and exclusively responsible for payment of any and all outstanding indebtedness attendant to the above referenced parcels of real estate inclusive of but not limited to unpaid real estate taxes, mortgage payments and any and all other outstanding expenses incident to the ownership and maintenance of said real estate properties and hereby agrees to indemnify and hold wife harmless for any liability she may incur thereon.

B. Limited Partnership. The husband shall retain as his sole and exclusive property, free of any claim by the wife, all right, title, and interest in and to the limited partnership commonly known as Kofu Jojoba Limited Partnership. Wife hereby waives and releases all of her right, title and interest in and to said limited partnership. Husband hereby covenants and agrees that he will be solely responsible for any outstanding indebtedness due relative to

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the purchase of said limited partnership interest and agrees to indemnify and hold wife harmless for any liability she may incur thereon. Husband shall be solely entitled to retain any and all income derived from said investment as his sole and exclusive property.

C. Business Entities

1. Husband shall retain as his sole and exclusive property free of any claim by wife the business entities commonly known as Snowbird Leasing, Oliva and Associates, Samuel Oliva, C.P.A., and Northwest Syndication. In this regard, wife hereby waives all of her right, title and interest if any in and to said business entities. Husband shall be solely and exclusively liable for all outstanding indebtedness attendant to the ownership and operation of said business entities and agrees to indemnify and hold wife harmless for any liability she may incur thereon. Husband shall be solely entitled to retain any and all income and funds derived from said business entities as his sole and exclusive property.

2. Husband hereby warrants and represents that he holds a fifty percent stock ownership interest in and to the corporate entity known as Edwin Segal, Ltd. Husband shall retain as his sole and exclusive property said fifty percent ownership interest and agrees to indemnify and hold wife harmless for any liability which she may incur relative to the purchase of said stock and or any and all liabilities attendant to said ownership interest.

D. Mortgage Receivable. Husband hereby acknowledges and represents that he conveyed on an installment basis the real estate commonly known as 6726 West Forest Preserve Drive, Harwood Heights, Illinois. In this regard husband acknowledges that he will be in receipt of the approximate sum

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of Twenty Thousand, (\$20,000.00) dollars payable at a rate of Five Hundred (\$500.00) dollars per month until paid in full. Husband shall be solely entitled to retain said Five Hundred (\$500.00) dollar monthly payments as his sole and exclusive property free of any claim by wife.

E. Retirement Plans. Husband and wife hereby covenant and agree that each shall retain as their sole and exclusive property free of any claim by the other, any and all retirement plans standing in their respective individual names, including but not limited to pension plans, profit sharing plans, Keogh plans and individual retirement accounts. Husband and wife hereby mutually waive and release all their respective right, title and interest in and to the retirement plans to be retained by the other pursuant to the terms of this provision.

F. Life Insurance Policies.

The husband shall retain as his sole and exclusive property, free of any claim by the wife, all right, title, and interest in and to the policy of life insurance with the Manhattan Life Insurance Company, certificate number 0121, insuring the life of husband in the face amount of Twenty-Five Thousand (\$25,000.00) dollars and Prudential Life Insurance Policy, number 46455869. The husband shall be solely responsible for the payment of any and all premiums arising thereunder. Husband's retention of the life insurance policies as set forth herein shall be subject to and consistent with his obligation to maintain life insurance as previously set forth hereinabove in this agreement in paragraph 8.

G. Household Furniture and Furnishings. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all right,

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title, and interest in and to the household furniture, furnishings, and household effects either presently situated in and upon the marital residence commonly known as 2055 West Pensacola, Chicago, Illinois. Husband shall retain as his sole property free of any claim by wife, all right, title and interest in and to the household furniture, furnishings and fixtures now in his possession, excepting therefrom one (1) 19 inch color portable television which he shall return to wife.

ii. Personal Property. The parties hereto further covenant and agree that each shall retain those items of personal property now in their respective possessions. Further, that each shall hereby respectively waive and release, all and singular, their right, title, and interest in and to the personal property to be retained by the other.

i. Automobiles. The husband shall retain as his sole and exclusive property, free of any claim by the wife, all and singular, his right, title, and interest in and to a certain 1977 Seville and 1975 Ford, automobiles. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all and singular, her right, title, and interest in and to a certain 1973 Pontiac automobile. That each of the parties hereto covenant and agree to save, indemnify, and hold the other harmless for any liability incurred relative to the purchase, licensing, or insurance of the automobiles each is to retain pursuant to the terms of this provision. Husband hereby covenants and agrees that he shall cause to have performed at his expense any currency needed repairs and winterization of wife's automobile on or before December 9, 1984.

J. Bank Accounts. Except as otherwise provided for in this agreement in paragraph K(1)(B), the husband and wife shall each retain as their

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sole and exclusive property, free of any claim by the other, all bank accounts and the funds contained therein now titled in their respective individual names, or any account under their dominion and control. In this regard, wife shall expressly retain the bank account and funds contained therein at Northwest Federal Savings and Loan Association with husband retaining the bank accounts and funds contained therein at Lake View Bank and Glencoe National Bank. The husband and wife further hereby mutually waive and release all their right, title, and interest in and to the bank accounts and funds to be retained by the other pursuant to the terms of this provision.

K. Property Settlement.

1. Husband hereby covenants and agrees to tender to wife as and for non-taxable property settlement distribution and payments the following:

A. Upon entry of a Judgment for Dissolution of Marriage, husband hereby covenants and agrees to convey to wife by Quit Claim Deed all of his right, title and interest in and to the real estate commonly known as 2055 West Pensacola, Chicago, Illinois, same to be the sole and exclusive property of wife. That the legal description of said real estate is appended hereto and incorporated by reference herein as Exhibit C. Husband hereby waives and releases all of his right, title and interest if any, in and to said real estate. Wife shall be solely responsible for payment of all outstanding real estate taxes and mortgage indebtedness attendant to the purchase of said real estate and agrees to indemnify and hold husband harmless for any liability incurred thereon. Husband hereby represents that the 1983 real estate taxes, first and second installment have been paid and the November 1984 mortgage

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and tax reserve payments have been made. Wife shall be solely entitled to retain any rental income derived from said real estate, as well as any funds in the real estate tax reserve escrow. Husband hereby warrants and represents that he has not occasioned the filing of any lien, encumbrance, judgment or other cloud against the title to said property other than the first mortgage indebtedness and agrees to indemnify and hold wife harmless for any liability she may incur thereon. Husband further acknowledges and represents, that said real estate must be refinanced on or about April, 1985, which obligation to refinance shall be the sole and exclusive obligation of wife. In this regard, husband hereby covenants and agrees that he will, if financially able, assist wife in refinancing said property by supplying the necessary funds. In the event husband's financial assistance is requested, and he expends funds as and for by way of illustration and not limitation closing costs, application fees, loan origination fees, "points" and the like, then he shall be entitled to a credit in a like sum from the property settlement payments for which he is obligated as set forth below in paragraph K(1)(C). Husband further agrees that upon entry of a Judgment for Dissolution of Marriage, that he shall tender to wife the title policy and homeowners or other insurance applicable to said real estate and execute appropriate assignments to vest same in the name of wife.

B. Wife shall retain as her sole and exclusive property free of any claim by husband the Certificate of Deposit established pursuant to order of Court at Talman Home Federal Savings in the approximate sum of Six Thousand (\$6,000.00) dollars plus accrued interest. Husband hereby waives and releases all his right title and interest in and to said Certificate of Deposit and funds contained therein.

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C. Commencing in the month in which a Judgment for Dissolution of Marriage is entered herein and continuing on the fifteenth day of each month thereafter, husband shall tender to wife the sum of Five Hundred (\$500.00) dollars per month until the sum of Twenty Thousand (\$20,000.00) has been paid in full to wife.

2. Wife shall have the right to secure the property settlement payments for which husband is responsible hereunder, by recording a Memorandum of Judgment or lien against the real estate commonly known as 6726 West Forest Preserve Drive, Harwood Heights, Illinois.

16. OUTSTANDING DEBTS AND OBLIGATIONS

The husband and wife shall each be responsible for their own separate debts and obligations incurred subsequent to the date of an entry of a Judgment for Dissolution of Marriage and hereby agree to indemnify and hold the other harmless for any liability incurred thereon. Husband shall be solely responsible for all marital indebtedness incurred by wife which debts and obligations are appended hereto and incorporated by reference herein as Exhibit D.

17. MEDICAL COVERAGE FOR THE WIFE

The husband hereby covenants and agrees that he will fully cooperate with wife by securing the necessary application forms to allow wife to convert and "spin off" the present group medical insurance to individual coverage for herself in accordance with the Illinois Insurance Code, in such case made and provided.

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18. DISCHARGE IN BANKRUPTCY

Husband hereby covenants and agrees that the property settlement payments above referenced in the within agreement shall not be dischargeable in any bankruptcy proceeding commenced by husband. In this regard, husband hereby covenants and agrees, that in the event he declares bankruptcy that he shall reaffirm his obligation to satisfy and pay the property settlement payments and debts and obligations set forth in the within agreement. Husband further covenants and agrees that the within agreement when pled in any bankruptcy proceeding commenced by husband shall constitute his irrevocable reaffirmation of said obligations. In addition thereto husband hereby covenants and agrees that his obligation to tender property settlement payments and satisfy and pay the debts and obligations are in the nature of additional child support.

19. TAX INDEMNITY

A. he husband further covenants and agrees that he will pay and defray in its entirety the liability from any tax arising out of or referable to the filing by them heretofore of any joint United States federal or state income tax return for any taxable year ending prior to the 1st day of January 1985, including interest, deficiencies, and penalties, if any, thereupon levied, assessed, and extended, and that he will save, indemnify, and hold harmless the wife if and to the extent that she may hereafter be called upon to, and shall, pay and defray the whole or any part of any such indebtedness or obligation. In the event said interest, deficiencies, or penalties are incurred due to non-disclosure by any party, then in that event, the party who is guilty of said

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non-disclosure shall bear the cost of any and all interest, deficiencies, and penalties for that tax year.

B. Husband shall be entitled to claim 11/12 and wife 1/12 of the mortgage interest and real estate taxes paid in the year 1983 relative to 2055 W. Pensacola, Chicago, Illinois.

20. COINS

Wife shall retain one (1) gold Kuggerand as her sole property and husband two gold coins as his sole property.

21. LEAVE TO REMOVE

Wife shall not be permitted to permanently remove the minor child from the State of Illinois except upon the consent of husband or by leave of Court.

22. ATTORNEYS FEES.

Each of the parties hereto shall be solely responsible for any and all attorneys' fees and court costs incurred by them incident to the within proceedings. Each party further covenants and agrees to save, indemnify, and hold the other harmless for any liability they may incur thereon.

23. AMENDMENT AND CONSTRUCTION

This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated, and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be

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effective to in any manner modify or waive any terms, covenants, or conditions of this Agreement.

24. EXECUTION CLAUSE

Each of the parties hereto hereby 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 hereto, 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 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 hereto 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.

25. GENERAL PROVISIONS

A. Except as herein otherwise provided, the wife covenants and agrees that she will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which she now has or might hereafter assert in and to the property of the husband, real, personal, or mixed, of

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whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause.

B. The husband covenants and agrees that he will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which he now has, or might hereafter assert, in and to the property of the wife, real, personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, support and maintenance (whether past, present, or future), inheritance, and succession.

C. 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, his or her heirs, personal representatives, and assigns, all rights of 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 the 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, 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, and whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them will, at any time hereafter, sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for

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the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph; and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge, and 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 evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

D. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator with the will annexed in the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of 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 hereto had never been married, and each of the parties hereto respectively reserves the right to dispose by testament or otherwise, of his or her respective property in any way that he or she may

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see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

E. This instrument contains whole and entire the Agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair, just, and equitable with respect to each of them.

F. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

G. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for 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.

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

I. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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J. The provisions of this Agreement shall be non-modifiable except as herein provided.

26. UNAMENDABLE BY FUTURE COURT ACTION

The parties hereto agree that the contents of this Agreement and all the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the contents of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any Court to alter, amend, or modify the terms thereof pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act. Nothing herein shall, however, henceforth be construed to deprive the Courts of the State of Illinois of their inherent power henceforth to set appropriate orders of support, custody, and visitation relative to the minor child of the parties upon a proper showing of material changes in circumstance.

27. PRESUMPTION OF PREVIOUS NAME

The parties hereto further mutually covenant and agree that the wife shall resume the use of her previous name of NOBOA in the event that a Judgment for Dissolution of Marriage shall be granted in an action or proceeding against either party hereto.

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

North Olive

Al Olive

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EXHIBIT A

SCHEDULE OF VISITATION

1. Husband shall have visitation with the minor child, Elizabeth as follows:
 - A. Alternate weekends from Friday at 6:00 p.m. until Sunday 7:30 p.m.
 - B. One weekday evening each week as the parties shall agree from 5:00 p.m. until 8:00 p.m.
 - C. Each Father's Day.
 - D. Husband's birthday each year.
 - E. Alternate legal and religious holidays as follows:

<u>Odd Numbered Years</u>	<u>Even Numbered Years</u>
Presidents Day	Martin Luther Kings Birthday
Good Friday	Valentines Day
Memorial Day	Easter Sunday
Labor Day	Independence Day
Halloween	Columbus Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve thru Christmas Day 11:00 a.m.	Christmas Day from 11:00 a.m.
New Years Eve thru New Years Day	
 - F. The minor child's birthday in odd numbered years.
 - G. The month of August each year, with Martha Oliva to have the visitation rights identical to A and B above during said period. The parties acknowledge the potential need to adjust said four week period in the event the minor child attends summer camp once she attains an appropriate age.
 - H. One-half of each Christmas and Spring vacation period when the child commences school to be arranged so as not to conflict with holiday visitation rights during said periods.
2. Martha Oliva shall have the minor child on Mother's Day and her birthday each year.

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3. Martha Oliva shall permit visitation by Samuel Oliva's parents home per month as they shall agree.

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EXHIBIT B

LEGAL DESCRIPTIONS OF

5517 NORTH MOBILE, CHICAGO, ILLINOIS

2240 IRVING PARK ROAD, CHICAGO, ILLINOIS

and 10419-21 SOUTH HALE, CHICAGO, ILLINOIS

5517 North Mobile, Chicago, Illinois:

Lot 4 in Block 6 in Kinsey's Forest Garden Number 2, a Subdivision of that part of the Southwest $\frac{1}{4}$ of Section 5 and all that of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, lying South and West of Chicago and Northwestern Railroad, in Cook County, Illinois.

2240 Irving Park Road, Chicago, Illinois

Lot 21 in A. H. Burley's Subdivision of Lots 1 and 4, in Block 9, in W. B. Opden's Subdivision of the South West Quarter of Section 18, Township 40, North, Range 14, East of the Third Principal Meridian.

10419-21 South Hale, Chicago, Illinois

THE SOUTH 49.72 FEET OF THE NORTH 219.42 FEET (MEASURED ON THE EAST LINE OF LOT 7) IN LOTS 7 AND 8 IN BLOCK 2 IN ERASTUS A. BARNARD'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF WASHINGTON HEIGHTS BRANCH RAILROAD (EXCEPT THEREOF THE EAST 16 RODS THE SOUTH 20 RODS) OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTION OF

2055 WEST PENSACOLA, CHICAGO, ILLINOIS

Lot 24 in Charles Kemnitz, Sr's Subdivision of Lots 4, 5, 6 in Block 2 in William B. Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 14-18-308-002

Volume: 480

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EXHIBIT D

DEBTS OF MARTHA OLIVA TO

BE PAID BY SAMUEL OLIVA

Sears	970.00
Visa	2620.81
Dr. Katz	240.00
Dentist (Incurred prior to 11-6-84)	75.00
Eyeglass Purchase (Incurred prior to 11-6-84; to be reimbursed directly to Martha Oliva)	56.00

Martha Oliva shall tender the applicable bills as same
are received to Samuel Oliva for payment.

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THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That the bonds of marriage heretofore existing between the counter petitioner, MARTHA OLIVA, and the counter respondent, SAMUEL OLIVA, be, and the same are hereby, dissolved pursuant to the statute of the State of Illinois in such case made and provided.

2. That the Agreement in writing heretofore made and entered into by and between the parties hereto under date of the 15 day of November, 1984, to which reference is hereinbefore made, settling and disposing of the questions of certain proprietary rights inhering in them respectively, be, and the same is hereby, in all respects approved, confirmed, incorporated, and merged into this Judgment, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

3. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of Marriage, including all and singular the terms and

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provisions of the Agreement made in writing by and between the parties hereto under date of the 15 day of November, 1984, as heretofore set forth.

ENTER:

ENTERED CLERK OF THE CIRCUIT COURT MORGAN M. FINLEY
NOV 15 1984
JUDGE EVERETT A. BRADEN
DEPUTY CLERK <u>613</u>

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APPROVED:

S. J. [Signature]
Attorney for Counter Petitioner

[Signature]
Attorney for Counter Respondent

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MAMMAS AND GOLDBERG, LTD.
Attorneys for Counter Petitioner
69 West Washington Street
Suite 2252
Chicago, Illinois 60602
641-3600
#11400

M.O.

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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:**

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between

SAMUEL OLIVA plaintiff/petitioner

and MARTHA OLIVA defendant/respondent.

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

the seal of said Court, in said County, this 28th

day of June 19.88.

Morgan M. Finley Clerk

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3/25/85
12/2/85

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REGISTERED
1985 MAR 25 10 30 AM
CLERK OF COOK COUNTY

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1985 MAR 25 10 30 AM	REGISTERED
CLERK OF COOK COUNTY	HARRY BUS YOURSEL
	3721865 I.C.

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MIDWEST TITLE COMPANY
111 N. WABASH ST.
CHICAGO, ILLINOIS 60602
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