Certificate No. 1449759	Document No3472865
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:	
You are directed to	register the Document hereto attached
on the Certificate 1449759	Indicated affecting the
following described premises, to-wi	t:
0,	and the second s
TEN	(10)
	n of Blocks 7 and 18 in Oak Glen, a Subdivision
of the South Half (1) of the Northwest Qu	arter (1) of Section 35, Township 42 North, Rar
12. East of the Third Principal Meridian.	
2019 S. GROVE, 04-35-110-003	TEW, 11. 60025
Section 35 Township 42 N N	orth, Range 12 cast of the
Third Principal Meridian, Cook Coun	ty, Illinois.
;•	Sivil 2. Dreamall
	DAVID I. GREENWALD
CHICACO ILLIANDIS TITV 20-6 10 00	



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Barry S. Marks and Kathleen M. Marks of 360 E. Randolph, Chicago, Illinois, have made, constituted and appointed, and by these presents do make constitute and appoint Kaye Janus, 800 Waukegan Road, Glenview, Illinois 60025, our true and lawful attorney for us and in our name, place and stead to take all actions necessary to consummate. close and complete the sale of 2019 Grove, Glenview, Illinois, 12 legally described on Exhibit A attached (the "Premises", and in connection with the foregoing, to execute, acknowledge and deliver any and all contracts, instruments and other documents and take all other actions in connection with the sale of the Premises.

This power of attorney shall become null and void effective as of the close of business on August 5, 1988, or such extended date as may be specified by a letter, telegram or cable, addressed by us to my said attorney, and any such extension shall empower my said attorney to act hereunder to such extended date.

IN WITNESS WHEREOF, the said Barry S. Marks and Kathleen M. Marks have hereunto set their hands this 270, day of July, 1988.

1 justion M. Marson

STATE OF ILLINOIS)

> SS
COUNTY OF C O O K)

On this 24 day of July, 1988, before me, a Notery Public in and for said county, personally came Barry S. Marks and Kathleen M. Marks, the grantors in the foregoing Power of Attorney, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

Notary Public

This instrument prepared by: Martin L. Miller 800 Waukegan Road Glenview, Illinois 60025

T, the UNDERSIONS , HEREBY ACKNOWLEDGES Reciept of 70,000 00 AS PROCEEDS FROM THE SALZ OF THE PROPERTY COMMONCY KNOWN AS 2019 GROUZ, GLENVIEW, ILLINOIS, 60025 ON BEHALF OF KATHLEEN M. MARKS PURSUANT TO A DIVORCE DECREE A COPY OF WHICH IS ATTATIONES HERETO AND MADE A PART TOX COOK COLL HEREOF. THIS 29th DAY 97 July 1988 AT Marchanus, 16-, 60016 SUBSCRIPED AND SWOON TO ME DAY OF JULY 1988 AT DEG PLAINES, ILL, 60016

John Mits. 2.

UNOFFICIAL COPY2 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS. **COUNTY OF COOK**

PLEAS, before the Honorable \dots Jone of the Judges of the Circuit Court of Coo	AMES G. DO ok County, in	NEGAN	holding a branch Court of sa	 id
Court, at the Court House in said County, and St	tate, on	JUNE 30th		٠,
in the year of our Lord, one thousand nine hund	red and	88	and of the Independen	ce
of the United States of America, the two hundred	dth and	TWELFTH		
900/7/	PRESEN	T: • The Honorable	JAMES G. DONEGAN Ige of the Circuit Court of Cook Count	
O _x		RICHARD M. DA	LEY, State's Attorney RADY OD, Sheriff	
Attest: MORGAN M. FINLEY, Clerk.	% C),		•
, w		C/O		3660212
W		7		
Attest: MORGAN M. FINLEY, Clerk.			SO PRICO	

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

IN RE: THE MARRIAGE OF KATHLEEN M. MARKS, Petitioner/ Counter-Respondent, No. and

BARRY S. MARKS,

Respondent/ Counter-Petitioner. 88 D 4545

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner, KATHLEEN M. MARKS, represented by DAVIC J. GRUND, of the law firm of GRUND, MARCUS & and the Respondent, BARRY S. MARKS, represented by MILES N. BEERMANN, of the law firm of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON; tris cause came for hearing as an uncontested case upon the Petition for Dissolution of Marriage of the Petitioner and the Response thereto of the Respondent; Respondent hereby withdraws his Counter-Petition for Dissolution of Marriage, both parties appearing in open court in their own proper persons and by their attorneys; the Court having heard the testimony in open court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, (a certificate of which evidence, having been duly signed and sealed, is filed herein); and the Court having considered all the evidence and now being fully advised in the premises, finds that:

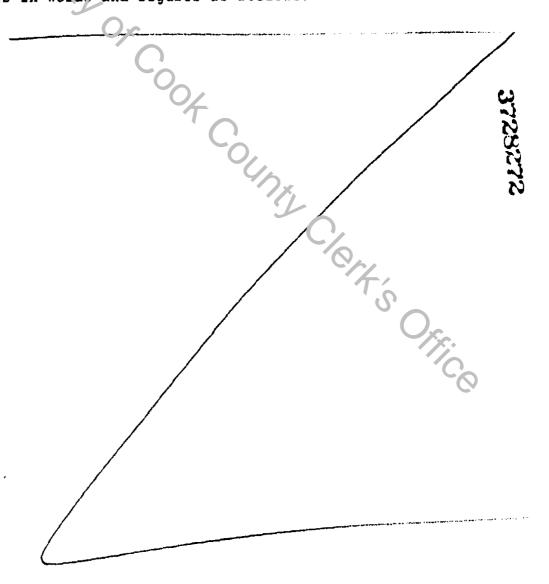
BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY AND BERKSON ATTORNEYS 69 W WASHINGTON ST 6TH FLOOR CHICAGO ILL 60602 621 9700

- This Court has jurisdiction of the partier hereto Α. and of the subject matter hereof.
- Both the Petitioner and Respondent were domiciled В. in and residents of the State of illinois at the commencement of this action and have been so domiciled and maintained their resi-Agnce for a period in excess of ninety (90) days prior to the making of these findings.
- The parties were lawfully married on October 20, 1984, and said marriage was registered in Glenview, Cook County, Illinois,
- No children were born to or adopted by the parties and the Petitioner (s not now pregnant. 3728272
- Without sause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.
- Irreconcilable differences have caused an irretrievable breakdown of the marriage, the parties' efforts to reconcile have failed, and future attempts at reconciliation would be impracticable and not in the best interests of the family.
- The Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a Judgment for Dissolution of Marriage should be entered herein, dissolving the bonds of mar-" W WASHINGTON ST ! riage between the parties.
 - Н. The parties hereto have entered into a written Marital Settlement Agreement dated _____June 17, 1988

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concerning the questions of the maintenance of the parties, attorney's fees and costs, the respective rights of each party in and to the property, acquire, including a division of all marital and non-marital property, and other matters, which agreement has been attached hereto and incorporated herein and presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; it is in word; and figures as follows:



BEERMANN, SWERDLOVE. WOLDSHIN, BAREZKY AND BERKSON ATTORNEYS 49 W WASHINGTON ST STH FLOOR CHICAGO ILL 80802 621 9700

MARITAL SETTLEMENT AGREEMENT

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th day of June , 1988, in the City of Chicago, County of Cook and State of Illinois, by and between KATHLEEN M. MARKS, hereinafter referred to as "WIFE", and BARRY S. MARKS, hereinafter referred to as "HUSBAND".

WITNESSETH:

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WHEREAS:

- Glenview; Cock County, Illinois on October 20, 1984.
- B. Irreconcilable difficulties and differences have arisen between the farties, as a result of which they have been estranged from each other and are not now living together as HUS-BAND and WIFE.
- C. No children were horn to or adopted by the parties hereto, and the WIFE acknowledges that she is not now pregnant.
- D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 88 D 4545. The case is entitled "In re the Marriage of Kathleen M. Marks, Petitioner, and Larry S. Marks, Respondent". Said cause remains pending and undetermined.
- E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interest to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, the health

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requirements of the parties, and attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital and/or any other relationship now or previously existing between them and to fully and finally settle any 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, including all rights and claims in and to any property of the other of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned

or which may hareafter be acquired by either of them and further

including all rights or claims in and to the estate of the other.

of the counsel of MILES N. BEERMANN of the law firm of BEERMANN, New Swerdlove, Woloshin, Barezky & Berkson as his attorney. The Wife has employed and had the benefit of the counsel of DAVID I. GRUND of the law firm of GRUND, MARCUS & McNish as her attorney. Each of the parties 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 as to the wealth, property, estate and income of the other, both directly and through the furnishing of complete financial data to counsel, and that each has been fully informed of his or her respective rights and obligations in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

GEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY AND BERKSON ATTORNEYS 19 W WASHINGTON ST 11H FLOOR CHICAGO ILL 60602 621 9700

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and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorney other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

ARTICLE I RESERVATION OF RIGHTS

- 1.1 This Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage.
- fend any action now pending or which may hereafter be brought for

 BEERMANN, SWERDLOVE. relief under the Illinois Marriage and Dissolution of Marriage

 WOLDSHIN, BAREZKY
 AND BERKSON
 Act.

ARTICLE II MUTUAL WAIVERS OF MAINTENANCE

2.1 In consideration of the various promises, undertakings, agreements and conditions contained in this Agreement,

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WIFE hereby waives any and all rights she may have to claim and receive maintenance from HUSBAND, past, present and future pursuant to the laws of the State of Illinois or of any other State or country. WIFE acknowledges that this waiver forever bars her from asserting a claim for maintenance against HUSBAND.

consideration of the various promises, 2.2 In undertakings, agreements and conditions contained in this Agreement, and in particular WIFE's waiver of maintenance as more specifically set forth in paragraph 2.1 of this Article II of this Agreement, HUSBAND hereby waives any and all rights he may have to claim and receive maintenance from WIFE, past, present and future, pursuant to the laws of the State of Illinois or of any other state or country. HUSBAND acknowledges that this waiver forever bars him from asserting a claim for maintenance against WIFE.

ARTICLS III MEDICAL AND RELATED FXPENSES

3.1 HUSBAND shall cooperate Tully with the WIFE to assist her in obtaining a conversion or continuation of his existing health and hospitalization insurance to a severate policy issued on her behalf pursuant to the provisions of the Illinois Revised Statutes, Chapter 73, Section 968(d) and Section 979.2. HUSBAND shall obtain and execute all documents necessary to obtain said conversion or continuation. Upon obtaining a separate policy, WIFE shall be solely responsible for the payment of pre-SHICAGO ILL 80802 | miums thereunder.

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ARTICLE IV INCOME TAXES

- 4.1 The HUSBAND and WIFE agree to sign joint Federal and state income tax returns for the year 1987. The WIFE agrees to deliver to the HUSBAND all documents pertaining to her taxable income and deductible expenses for the year 1987. WIFE shall exeoute said tax returns immediately. The HUSBAND agrees to pay and be solely responsible for any tax liability due and to indemnify and hold the WIFE harmless against any liability that might result to her from her having signed joint income tax returns with him for the year 1987 and all prior years. The WIFE agrees to indemnify and hold HUSBAND harmless against any liability for any incorrect information which she may have supplied for the preparation of the income tax returns.
- 4.2 Any refunds due as a result of the 1987 income tax returns and as the result of any prior years shall be the sole and exclusive property of HUSBAND.
- The HUSBAND represents and warrants to the WIFE that he has heretofore duly paid or will pay all income taxes, state and federal, on all joint returns heretofore filed by the parties; and that he has paid or will pay all interest and penalties due and owing with respect thereto.
- The WIFE represents and warrants that she has previously furnished to the HUSBAND all information relating to her income and deductible expenses for all years for which the parties have filed joint tax returns. The WIFE also agrees, at the HUSBAND's request, to furnish him with all records of income and

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deductions, for any tax year in which the parties have filed or will file a joint tax return.

- 4.5 The HUSBAND shall have the sole option to contest any deficiency assessment received in connection with the filing of joint returns by the parties. In the event the HUSBAND so placts, the WIFE hereby agrees to cooperate fully with the HUS-BAND's selected representative in contesting said assessment, including execution of any and all necessary documents, supplying of any and all records and information and the furnishing of testimony, if necessary and appropriate, in pursuing the said contest.
- 4.6 Both parties agree that should it become necessary to file amendments to any returns for the years in which the parties have filed joint returns, they will fully cooperate with each other in that regard and execute such amended returns. If any additional tax is due as a result of the filing of said amended returns or as the result of any sudits of any previously filed joint returns, such additional tax liability shall be the sole obligation of the HUSBAND and he shall hold the WIFE harmless and fully indemnify her from any liability with respect thereto, as well as interest, penalties, fees and costs. If any additional refunds are due as a result of any previously filed joint returns or amendments thereto, such refunds shall be the sole and exclusive property of the HUSBAND.
- 4.7 WIFE agrees to execute and acknowledge with HUS-BAND all documents necessary or required, including powers of at-

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torney, authorizing representatives selected by HUSBAND to represent HUSBAND and WIFE in any federal or state tax controversies involving a return filed jointly by HUSBAND and WIFE, protests, refund claims, agreements extending the statute of limitations, acceptances of deficiencies and over-assessments, petitions to any court or administrative tribunal or agency and other documents in connection with any proceedings, including those arising hereafter relating to any federal or state income tax returns filed jointly by HUSBAND and WIFE with the Internal Revenue Service or the Illinois Department or Revenue or joint estimated income tax returns which the parties heretofore filed.

ARTICLE V MARITAL RESIDENCE

- 5.1 The parties acknowledge that they own, as joint tenants, the marital residence commonly known as 2019 Grove, Glenview, Illinois, the legal description of which is set forth as Exhibit "A".
 - (a) The parties acknowledge that a Real Estate Sale Contract for the premises has been executed by Buyers, Mark J. Hennessy and Tracey Crane Hennessy, a copy of which is attached hereto and made a part of this Agreement as Exhibit "B".
 - (b) In the event the contract attached as Exhibit "B" is not enforced then, the house shall be listed with a broker to be mutually agreed upon. If the parties are unable to agree upon a broker, the dispute shall be submitted to a court of competent jurisdiction to select a broker.

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receive the sum of Seventy Thousand Dollars (\$70,000) of the

Upon sale of said residence, WIFE shall

ARTICLE VI PROPERTY

- The WIFE shall have as her sole property, free any claim of the HUSBAND, the following:
 - Upon the effective date of this Agreement, HUSBAND shall pay WIFE the sum of Ten Thousand Dollars (\$10,000) in cash, which sum represents one-eighth of WIFE's interest in the marital residence.
 - Net rement Individual (b) WIFE's (IRA) #66199B07 at Merrill Lynch, Pierce, Fenner & Smith, Inc.
- 6.2 The HUSBAND shall have as his sole property, free of any claim of the WIFE, the following:
 - The 1983 BMW 320I automobile, free and clear of any interest of WIFE. HUSBAND shall hold WIFE harmless from any liens or indebtedness due thereon.
 - (b) HUSBAND's Individual Retirement Account (IRA) #661 99A53 at Merrill Lynch, Pierce, Fenner & Smith, Inc.,

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- (c) The Cash Management Accounts (CMA) Nos. 661-99127; 661-99128 and 625-99262 at Merrill Lynch, Pierce, Fenner & Smith, Inc.
- (d) HUSBAND shall have the sole right, title and interest in his retirement plan with Merrill Lynch, Pierce, Fenner, & Smith, Inc., including but not limited to past, present and future contribution, profits, income, interest and principal, whether contributed by the employee or employer or both and whether unvested, partially vested or fully vested, free and clear of any and all claims of WIFE. WIFE waives any interest in or right to participate, either directly or indirectly, in his retirement plan.
- bank accounts, certificates of deposits, IRAs and any other account held in their respective names as of the effective date of this Agreement.
- each party shall keep and maintain as his or her sole and separate property, free and clear of any and all claim by the other, the assets and property in their respective possession and control.
- erty set forth in this Agreement represents a full and final settlement of any claims she may have in and to any of the property, either marital or non-marital, now owned or hereafter acquired by the HUSBAND, whether real, personal or mixed.
 - 6.6 The HUSBAND agrees that his acceptance of the property set forth in this Agreement represents a full and final settlement of any claims he may have in and to any of the prop-

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erty, either marital or non-marital, now owned or hereinafter acquired by the WIFE, whether real, personal or mixed.

ARTICLE VII DEBTS AND LIABILITIES

- 7.1 WIFE shall be solely responsible for any and all outstanding medical bills incurred by her during the marriage and shall hold HUSBAND harmless from any liability due thereon.
- 7.2 Except as otherwise set forth in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

ARTICLE VIII ATTORNEY'S FEES

8.1 Each of the parties hereto shall be solely responsible for the payment of his and her respective attorney's fees, costs, and legal expenses incurred by him or by her in these proceedings.

ARTICLE IX GENERAL PROVISIONS

9.1 Execution of Documents: Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to

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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 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and, direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This autho- N rization includes, but shall not by limited to, any and all realty, personal property, or beneficial interest in land trusts.

by law, and except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to

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any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or marital or non-marital, whether community or separate, whether how owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingert. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, walved or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to WWWASHINGTON ST : the other of the obligation on the part of the other to comply

BEERMANN, SWERDLOVE, 1 YOLOSHIN, BAREZKY AND BERKSON ATTORNEYS THE FLOOR CHICAGO ILL 80602 521 8700

with the express provisions of this Agreement.

- Release of Claims for Indury: To the fullest extent permitted by law, and except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive and forever discharge the other from all claims and causes of action of any type, known or unknown, that either of them has or may have, now or in the future, against the other. This releare includes, but is not limited to, all claims based on injury to the person, whether negligent, willful and wanton, intentional or otherwise. This release is final and irrevocable, regardless of any facts which my exist but are not known to the parties. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto.
- of the Waiver of Estate Claim: Each parties hereby waives and relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to in-59 W WASHINGTON ST " herit by intestate succession any of the property of which the other party may die seised or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a

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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 of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

9.5 Incorporate - Non-Mergar: This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment for Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall sucvive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment for Dissolution of Marriage.

9.6 Construction of Agreement:

The recitals set forth at the commencement of this Α. MOW WASHINGTON ST || Agreement are made a part of this Agreement.

BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY AND BERKSON ATH FLOOR CHICAGO ILL 60802 1

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- В. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- The parties may only amend or modify this Agree-D. ment by a written Agreement dated and signed by them. No oral Agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those ex- & pressly set forth herein have been made by either party to the other.
- This Agreement shall be construed under the gen-F. eral laws of the State of Illinois, irrespective of the later domicile or residence of the HUSBAND or the WIFE
- 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 or unen-49 W WASHINGTON ST | forceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

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Н. This Agreement shall become effective in the event and upon the date a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter.

In the event the court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be and October County Clerk's Office null and void and of no effect whatsoever.

BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY AND BERKSON ATTORNEYS 49 W WASHINGTON ST OTH FLOOR CHICAGO ILL 60602 621 9700

ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, KATHLEEN M. MARKS, and the Respondent, BARRY S. MARKS, are hereby dissolved.
- The Marital Settlement Agreement between the Peti-June 17, 1988 tioner and the Respondent, dated and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said agreement.
- This Court expressly retains jurisdiction of this 3. cause for the purpose of enforcing all the torms of this Judgment for Dissolution of Marriage, including all the terms of the written Marital Settlement Agreement made between the parties hereto ____ as hereinabove set forth. dated June 17, 1988
- Pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions 60 W WASHINGTON ST Of this Judgment are not subject to modification except where the terms of the Marital Settlement Agreement provide otherwise.

BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY AND BERKSON ATTORNEYS BTH FLOOR CHICAGO ILL 60602 621 9700

The court expressly finds that there is no just 5. reason for delaying enforcement or appeal of this Judgment.

ENTER: EREU Property of Cook County Clerk's Office DGE JAMES G. DONEGAN

BEERMANN, SWEROLOVE, WOLOSHIN, BAREZKY AND BERKSON ATTORNEYS SEW WASHINGTON ST !! 6TH FLOOR

CHICAGO ILL 60802 821 9700

MILES N. BEERMANN BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON Attorneys for Respondent 69 West Washington Street, #600 Chicago, IL 60602 312/621-9700 DED013

STATE OF ILLINOIS, COUNTY OF COOK

Droperty Ox Cook Co 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 JUDG	GMENT MADE AND ENTERED OF RECORD IN SAID COURT:
	etween
KATHLEEN. M. MARK	S plaintiff/petitioner
and BARRY S. MARKS	defendant/respondent.
·	N WITNESS WHEREOF, I have hereunto set my hand, and affixed
	the seal of said Court, in said County, this 27th
(10-84) CCDCH-6	day of JULY 1988 Mayan M. Finley Clerk

Property of Cook County Clerk's Office

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