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CHICAGO, ILLINOIS 9/30 19 88

*[Handwritten signature]*

Third Principal Meridian, Cook County, Illinois.

Section 16 Township 41 North, Range 12 East of the

P.N. # 0916-100-1895  
a/k/a 183 ABOVE ST. PLAINES

574166

CERTAIN BLOCKS AND THAT PART OF THE UNIDENTIFIED OUTLOT IN RIVER'S EDGE PLANNED UNIT DEVELOPMENT, BEING A PLANNED UNIT DEVELOPMENT OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT NUMBER LN 32 12 037, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

BUILDING 24 UNIT 2-C IN RIVER'S EDGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;

following described premises, to-wit:

on the certificate 1322936 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

Certificate No. 1322936 Document No. 2790405-F

"e. The Respondent in this case DANIEL MICHAEL MURPHY shares in and has an interest in a certain lawsuit brought and pending on behalf of him and other family members which lawsuit has not yet been settled or adjudicated. It is agreed by and between the parties that at the time this case is either settled or finally adjudicated with a verdict for the plaintiff(s) Respondent and Respondent will negotiate between themselves as to a dollar amount which Respondent shall then be paid. The parties have agreed that Respondent shall take no less than an amount equal to ten (10)

of the marital agreement incorporated into said judgment: number 86D 08944, the following recital is made on the third page February 17, 1987, in the circuit court of Cook County in case between Affiant, DANIEL M. MURPHY, and Dawn Marie Murphy entered 2. In a certain judgment for Dissolution of Marriage

in which survey is attached as Exhibit "A" to the Declaration of Condominium filed as Document LR3212037, together with the undivided percentage interest in the common elements.

Certain Blocks and that part of the unidentified outlot in River Edge Planned Unit Development, being a planned unit development of the West 1/2 of the North West 1/4 of Section 16, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Building 24 Unit 2-C in River Edge Condominium, as delineated on a survey of the following described real estate:

1. said real estate is legally described as follows:

and says that he is the owner of the condominium located at 183 Grove Street, Unit C, Des Plaines, Illinois 60016 and states as follows:

AFFIDAVIT

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

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DANIEL M. MURPHY, Affiant

[Handwritten signature of Daniel M. Murphy]

5. Affiant makes this Affidavit to induce the Registrar of Titles of Cook County Illinois to issue its certificate of title to Affiant's grantee, EVELYN C. SUSADA, without any exceptions relating to said judgment for Dissolution of Marriage.

4. Since Affiant never received any part or share of said settlement, his former spouse, Dawn Marie Murphy was not entitled to receive any share.

3. That the litigation referred to was a suit initiated by Affiant's father, John H. Murphy, for medical malpractice against James Duffy and others in the Circuit Court of Cook County as case number 81L 28930. Affiant was never a party to said proceeding and his only interest in the proceeding was as an heir of his father, John H. Murphy, and his mother, Shirley Murphy. The Affiant's wife, Dawn Marie Murphy, was not a party to said proceeding and would only be entitled to a share in the litigation if Affiant shared in the litigation. The case was settled on May 18, 1987, and an appropriate order terminating the litigation was entered on that date. Affiant DANIEL M. MURPHY, and his former spouse, Dawn Marie Murphy, never were entitled to participate in the settlement of said litigation and received nothing on its settlement.

percent of Daniel's proportionate interest in or proceeds from this action and no more than thirty (30) percent, but they have agreed to negotiate within these parameters at the time the case is either settled or finally adjudicated as to what exact dollar amount shall be distributed to petitioner."

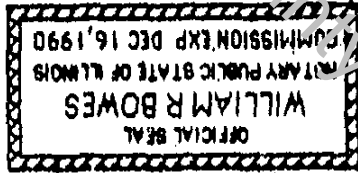
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WILLIAM R. BOWES, #01386  
Attorney for Affiant  
422 N. Northwest Hwy., #150  
Park Ridge, IL 60068  
Subscribed and sworn to before me  
this 30th day of September, 1988.  
Notary Public  
*William R. Bowes*

DANIEL M. MURPHY, being first duly sworn on oath, deposes  
and says that he has read the above Affidavit by him subscribed,  
knows the contents thereof and that the same is true.  
.....  
DANIEL M. MURPHY

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*Steve Noyes*

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Attest: MORGAN M. FINLEY, Clerk.

~~RICHARD M. DALEY, Sheriff~~

JAMES F. O'GRADY, State's Attorney

Judge of the Circuit Court of Cook County.

PRESENT: - The Honorable JILL K. MC NULTY

of the United States of America, the two hundredth and EIGHTEENTH  
in the year of our Lord, one thousand nine hundred and 87, and of the Independence  
Court, at the Court House in said County, and State, on FEBRUARY 17th,  
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said  
PLEAS, before the Honorable JILL K. MC NULTY,

3743166

STATE OF ILLINOIS,  
COUNTY OF COOK  
ss.

UNITED STATES OF AMERICA

Judgment of Dissolution. This order is final. All issues in controversy have been resolved. 8008

1. That each of the parties hereto resided in Cook County, Illinois at the time of the filing of this cause of

premise the Court finds:

Dissolution of Marriage, and now being fully advised in the the issues in favor of the petitioner upon her petition for heard the testimony of the petitioner in the case and finding to Statute in such case made and provided, and the Court having caused his appearance and response to be filed, all according DANIEL MICHAEL MURPHY was duly served with summons and then MURPHY filed her petition for dissolution of marriage, that Divorce calendar, and it appearing to the Court that DAWN MARIE and this matter coming on to be heard from the contested her attorney, GEMMA B. ALLEN of EPTON, MULLIN & DRUTH, LTD., THIS DAY CAME AGAIN the petitioner, DAWN MARIE MURPHY, by

JUDGMENT FOR DISSOLUTION OF MARRIAGE

Respondent,

DANIEL MICHAEL MURPHY,

and

Petitioner,

DAWN MARIE MURPHY,

IN RE: THE MARRIAGE OF

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

No. 86 D 08944

ENTERED FEB 19 1987 4793

STATE OF ILLINOIS ) ) COUNTY OF COOK

action and that both of the parties hereto were domiciled in the County of Cook and State of Illinois for more than ninety (90) days consecutively and without interruption prior to the entry of this judgment for dissolution of marriage; that petitioner is 30 years of age and Respondent is 30 years of age; that the petitioner and Respondent have resided in the State of Illinois for the past two years.

2. That the parties were lawfully joined in marriage on September 29, 1979, at Park Ridge, Illinois, and the marriage was duly registered in Cook County.

3. That no children were born to the parties; that no children were adopted by the parties hereto during the term of their marriage, nor is the petitioner pregnant.

4. That the Court has jurisdiction of the subject matter hereto and the parties hereto.

5. That irreconcilable differences have caused the irrevocable breakdown of the marriage and the Court has determined that efforts at reconciliation have failed and that future attempts at reconciliation would be impractical and not in the best interest of the family; further, the parties have lived separate and apart for a continuous period of not less than six (6) months preceding the date hereof.

7. That the parties hereto have entered into a written Settlement Agreement, which agreement the parties have approved and found to be fair and equitable, and which the Court has found to be fair and equitable, the terms of which are set forth as follows:

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her independently chosen attorney, GEMMA B. ALLEN of EPSON, MULLIN  
WHEREAS, the wife has had the benefit of advice and counsel of

were adopted nor is the wife now pregnant; and

WHEREAS, no children were born to this marriage; no children

or defend such action as they may see fit; and

action, and without prejudice to the right of either party to prosecute

should be entered and without collusion as to the pending marital

of the Court in the event that a judgment for Dissolution of Marriage

existing between them insofar as they may, subject to the approval

of the marital relationship or any other relationship now or previously

ance, attorneys' fees and all and every other such right growing out

settling and adjusting all rights of property, support and maintain-

WHEREAS, the parties hereto are now desirous of amicably

to the petition for Dissolution of Marriage; and

Husband was personally served with summons and then filed his Response

Domestic Relations Division, there numbered 86 D 08944; and the

of marriage to be filed in the Circuit Court of Cook County, Illinois,

as a result of which the wife has caused her suit for dissolution

unfortunate and irreconcilable differences have arisen between them,

WHEREAS, the parties hereto are married to each other but

W I T N E S S E T H :

called "wife" and DANIEL MICHAEL MURPHY, hereinafter called "husband".

1973 by and between DAWN MARIE MURPHY, hereinafter

THIS AGREEMENT made and entered into this day of

MARITAL SETTLEMENT AGREEMENT

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without any intention for an exchange of any property for the release  
property as contemplated by the statute as made and provided and  
1. That as an equitable distribution and division of marital

PROPERTY DISTRIBUTION

II

any action which the wife has brought or may bring.  
for dissolution which he may deem necessary or proper and to defend  
may commence. The husband reserves the right to prosecute any action  
action for dissolution and to defend any action which the husband  
of marriage. The wife reserves the right to prosecute her pending  
This agreement is not one to obtain or stimulate a dissolution

RIGHT OF ACTION

I

hereby separately acknowledge, they do agree as follows:  
action, the adequacy and sufficiency whereof each party hereto does  
promises hereinafter recited and other good and valuable consider-  
NOW, THEREFORE, in consideration of the mutual covenants and  
convenient with the wealth, property, estate and income of the other;  
acknowledges that he and she have been fully informed of and is  
respective understanding of this Agreement, and each party  
by their respective attorneys and each party hereto warrants their  
and covenants of this marital Settlement Agreement explained to them  
of the law offices of JEFFREY P. WHITE and each has had the terms  
counsel of his independently chosen attorney, MATTHEW P. GERDISCH,  
& DRUTH, LTD., and the Husband has had the benefit of the advice and

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of any marital right or obligation on the part of either party, the wife shall be the sole and exclusive owner of the following:

a. All items of household goods and furnishings now within her possession.

b. All bank accounts, stocks, bonds or other securities now in the wife's name.

c. All of the wife's clothing and other personal effects.

d. A certain Honda automobile which is subject to a lien of approximately \$6,000.00. Payments on said lien are to be made by the Respondent so that the Petitioner may have clear title to said auto at the end of the payment schedule. In the alternative Respondent has agreed to make the same \$ of monthly payments up to a maximum of \$300.00 a month on any other car of Petitioner's choosing.

e. The Respondent in this case DANIEL MICHAEL MURPHY shares in and has an interest in a certain lawsuit brought and pending on behalf of him and other family members which lawsuit has not yet been either settled or adjudicated. It is agreed by and between the parties that at the time this case is either settled or finally adjudicated with a verdict in favor of the Plaintiff(s) Petitioner and Respondent will negotiate between themselves as to a dollar amount which Petitioner shall then be paid. The parties have agreed that Petitioner shall take no less than an amount equal to ten (10) percent of Daniel's proportionate interest in or proceeds from this action and no more than thirty (30) percent, but they have agreed to negotiate within these parameters at the time the case is either settled or

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That the distribution of marital property between the parties constitutes an approximately equal division of said marital property jointly owned by the parties ordained co-owned in accordance with

TAX CONSEQUENCES

IV

Each party does hereby waive and each is respectively forever barred from receiving maintenance, alimony or support of any type from the other.

MAINTENANCE

III

- a. All right, title and interest in and to the former marital condominium, subject to all existing liens.
- b. All bank accounts, stocks, bonds or other securities now in the husband's name.
- c. All of the husband's clothing and other personal effects.
- d. All items of household goods and furnishings currently in his possession.
- e. A certain Toyota automobile.

Husband shall be the sole and exclusive owner of the following:

2. That as an equitable distribution and division of marital property as contemplated by the statute was made and provided and without any intention for an exchange of any property for the release of any marital right or obligation on the part of either party, the husband shall be the sole and exclusive owner of the following:

finally adjudicated as to what exact dollar amount shall be distributed to petitioner.

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It is understood that in the event of a judgment for dissolution of marriage herein, the wife's benefits under any existing medical policy carried by the husband will be terminated. Therefore, the husband will maintain his present hospital and medical insurance with the wife as a party insured until entry of a judgment for dissolution of marriage. From the date of said judgment, the wife shall be responsible, solely, for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the husband will have no further obligation in such regard. The husband will cooperate in any way possible to assist the wife to qualify for such medical and hospital insurance coverage on her own, including the application by the wife for a conversion of rights and interests in any presently existing medical policy carried by the husband into a policy of her own (if such conversion is available to her), but such assistance shall not affect the wife's sole responsibility for payment of the insurance premiums in connection therewith. The foregoing is all pursuant to Chapter 73 of the Illinois Insurance Code.

MEDICAL COVERAGE FOR THE WIFE

v

Sections 503(c) and 503(e) of the Illinois Marriage and Dissolution of Marriage Act and Section 1041 of the Internal Revenue Code. Therefore, the said division of property is a non-taxable transaction, not subject to gains or losses by either spouse.

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from the filing of joint income tax returns by the parties hereto Revenue Service as the result of any liability imposed deriving of the Department of Revenue of the State of Illinois or the Internal become owing for taxes, assessments, penalty and interest in favor from any and all liability now owing or which in the future might entirely whatsoever and further, the husband will hold the wife harmless owners, officers, directors and operators of any other business taxes, social security payments or any other liability imposed on future become due and owing as the result of nonpayment of withholding a result of any obligations now due and owing or which might in the Revenue of the State of Illinois or the Internal Revenue Service as from any and all liability which might exist to the Department of That the husband does and will hereafter hold the wife harmless

WIFE INDEMNITY

VII

harmless and indemnify her on said liabilities. are to be the husband's alone and he has agreed to hold the wife outstanding liens and liabilities on the former marital condominium which liability is and has been assumed by the husband. Any and all mentioned lien on the Mazda automobile or some substitute automobile to the date of their separation with the exception of the afore- of their separation and for all liabilities incurred by them previous any and all liabilities incurred by them individually since the date That the parties do and will hereafter hold each harmless from

HOLD HARMLESS PROVISIONS

VI

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necessarily therefore,

agree not to publish or disclose the terms hereof without the clear  
 further agree to protect the right of privacy of the other and hereby  
 as in the case of any other contract or agreement. The parties  
 of said judgment and shall be subject to enforcement by either party  
 continue to have independent legal significance without the ambit  
 contemplated judgment of dissolution of marriage, but the same shall  
 however, shall this agreement or its terms be merged into the con-  
 and evidence in the above-mentioned marital action. In no event,  
 ment may be disclosed to the Chancellor assigned to hear testimony  
 2. Survival of Agreement. The content of this agree-

any court to alter or amend the terms thereof.

interdependent and shall not hereafter be subject to the power of  
 that the content of this agreement and its various provisions are  
 rights of any nature whatsoever may claim against the other, and  
 the provisions hereof are made in full satisfaction of any and all  
 parties hereto hereto that the content of this agreement and all of  
 1. Provisions Unamendable by Future Court Action. The

NON-MERGER OF AGREEMENT

IX

Each party shall be liable for and pay their own attorneys fees.

ATTORNEYS FEES

VIII

other,

for each and every year that the parties have been married to each

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upon demand of the other, his or her heirs, executors or admint-  
3. Each of the parties hereto agrees that he or she will,

royalties, bonds, stocks and securities,  
real estate, interests as beneficiaries of trusts, bank balances,  
this Agreement, including in said property all choses in action,  
possession or under his or her respective control upon the date of  
in and to each and all of the property in his or her respective  
retain sole and exclusive right, title and interest, respectively,  
the parties hereto covenants and agrees that each shall have and  
2. Except as otherwise provided in this Agreement, each of

provisions of this Marital Settlement Agreement.  
ments necessary to effectuate each and every one of the terms and  
1. Each party agrees to execute any and all papers and docu-

MISCELLANEOUS

X

of one remedy shall not thereafter preclude employment of the other.  
proceedings before the court adopting this agreement, and the pursuit  
action seeking such enforcement or by way of initiating summary  
of enforcing the terms of said agreement by way of an independent  
any provision of said agreement. The parties shall have the option  
terms of said agreement, with no power to alter, amend or terminate  
power of the court shall henceforth be limited to enforcement of the  
with all of its terms and conditions. It is further agreed that the  
by the court by reference thereto and the parties ordered to comply  
vision hereof, the parties agree that this agreement may be adopted  
3. Optional Remedies. Notwithstanding any other pro-

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4. Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have, as Husband, wife, widow, widower or otherwise, by reason of the marital relationship now existing between the parties under any present or future law of any state or of the United States of America or of any country, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party; and each of the parties hereto further covenants and agrees, for himself and herself, and his or her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of either of the rights, titles or interests specifically waived by virtue of the terms of this judgment for Dissolution of Marriage.

strators, at any time hereafter execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property (real or personal) belonging to the other, the intention being that a complete adjustment of the property rights of the parties hereto.

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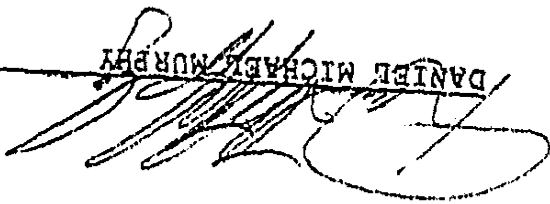
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Property of Cook County Clerk's Office

Gemma B. Allen  
EPFON, MULLIN & DRUTH, LTD.  
140 South Dearborn Street  
Chicago, Illinois 60603  
(312) 984-1000  
File No. 86-7046  
GBA/etc

~~DANIEL MICHAEL MURPHY~~



~~DAWN MARIE MURPHY~~



IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

9916572

of party, and as if the parties hereto had never been married to  
otherwise, inheritance, dower, title or claim of the other  
descendant as the case may be, free from any right, statutory or  
him or shall pass by his or her will, or under the laws of  
of them, the property, real, personal or mixed, then owned by  
never been married to each other, and upon the death of either  
his or her separate estates as if the said parties hereto had  
respective lifetimes, each of the parties hereto may deal with  
relinquished, released, barred and ended; and that during their  
other party, real, personal and mixed, are hereby forever  
rights and claims of each party in and to the property of the  
otherwise, and any right or court, and descent, and all other  
dower, homestead, claim or title, contingent, reversionary or  
inclosure, or other right of alimony, support or maintenance,  
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the

made a part of this judgment for dissolution of marriage.  
terms and provisions are hereby merged, incorporated into and  
with their voluntary settlement of these matters and all of the  
hereby ordered to be carried out by the parties in accordance  
written Settlement Agreement of the parties be and the same is  
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the

the same are dissolved accordingly.  
DANIEL MICHAEL MURPHY be and the same are hereby dissolved and  
of matrimony heretofore existing between DAWN MARIE MURPHY and  
power provided, BOTH ORDER, ADJUDGE AND DECREE that the bonds  
ORDERED, ADJUDGED AND DECREED and this court by virtue of the  
On motion of attorney for petitioner, IT IS, THEREFORE,

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each other; that neither of the parties hereto shall, at any time hereafter sue the other or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights relinquished, waived, discharged, barred and terminated hereunder and this judgment for dissolution of marriage together with the written Settlement Agreement incorporated herein is dispositive of all rights or property, whether marital, nonmarital or mixed; provided however, that nothing herein contained shall operate to be construed as a waiver or release by either party of the obligation on the part of the other party to comply with the provisions of this judgment for dissolution of marriage and of the terms and provisions of the Agreement incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall and it does reserve jurisdiction of the subject matter and of the parties hereto for the purpose of enforcing the

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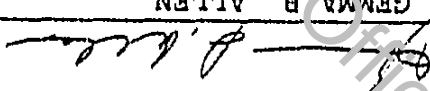
File No. 86-7046  
Firm I. D. No. 90266  
GBA/np  
0832L

GEMMA B. ALLEN  
EPTON, MULLIN & DRUTH, LTD.  
140 South Dearborn Street  
Chicago, Illinois 60603  
(312) 984-1000

MATHEW GERDISCH

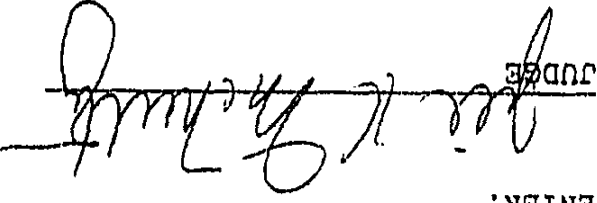
By: 

GEMMA B. ALLEN

By: 

EPTON, MULLIN & DRUTH, LTD.

APPROVED:

  
JUDGE

ENTER:

FEB 17 1987

Agreement incorporated herein.

terms of the Judgment for Dissolution of Marriage and of the

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(10-84) CCDC-6

9 1 3 1 6 9

Clerk

19, 88

MAY

day of

the seal of said Court, in said County, this 2nd,

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

defendant/respondent,

DANIEL MICHAEL MURPHY,

plaintiff/petitioner,

DAWN MARIE MURPHY,

in a certain cause lately pending in said Court, between

3743166

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and complete . . . . . COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT;

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

STATE OF ILLINOIS, COUNTY OF COOK ss.

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~~132936~~  
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1958 SEP 30 21 30 AM  
HARRY EDWARDS  
REGISTERED

3743166

IDENTIFIED
NO.
HARRY EDWARDS
REGISTERED
M.A.T.C.

3743166

MID AMERICA TITLE COMPANY  
123 W. Madison Street  
Chicago, Illinois 60602

#312195

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