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THIS AGREEMENT made and entered into this day of 1987, between KERSTIN JOHNSON, hereinafter referred to as "KERSTIN", and DONALD JOHNSON, JR., hereinafter referred to as "DONALD". KERSTIN resides in Cook County, Illinois and DONALD resides in Cook County, Illinois.

WITNESSETH

WHEREAS:

- (a) The parties were lawfully married in Stockholm, Sweden on June 19, 1964;
- (b) Unfortunate and irreconcilable difficulties and differences have arisen between the parties, as a result of which their marriage is irretrievably broken-down;
- (c) Two children were born to the parties hereto as the issue of their marriage, namely; LISA, born October 29, 1970 and ANNE, born October 11, 1974. No children were adopted by the parties hereto;
- (d) KERSTIN hereto filed a Petition for Dissolution of Marriage against DONALD in the Circuit Court of Cook County, Illinois, entitled: "In Re the Marriage of KERSTIN JOHNSON, Petitioner, and DONALD JOHNSON, Respondent, known as druge No. 86 D 12034. Said action is pending and undetermined in the Court;
- (e) Without any collusion as to the pending dissolution proceedings between the parties (but without prejudice to any right of action for dissolution which either may have), the parties hereto consider it to their best interests to settle between themselves now and forever the questions of

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maintenance and support of KERSTIN, the custody, support and education of the parties' children and any and all rights of property and otherwise growing out of the marital or any other relationship now or previously existing between them, or which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter claim to have against the other, or in or to the property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them.

(f) KERSTIN has employed and had the benefit of the counsel of RODERICK E. MAC RAL, of the firm of DAVIS, FRIEDMAN, ZAVETT, KANE & MAC RAE, as her attorney and DONALD has employed and had the benefit of the counsel of RICHARD SWEDBERG, as his attorney. DONALD acknowledges that he has been satisfactorily informed of the wealth, property, estate and income of KERSTIN, the marital property of the parties, and that he is conversant with all of the wealth and property possessed by KIRSTIN and the value thereof. KERSTIN acknowledges that she has been satisfactorily informed of the wealth, property, estate and income of DONALD, the marital property of the parties, and of her rights in the premises, and that she is conversant with all of the wealth and property possessed by DONALD and the value thereof.

NOW THEREFORE, in consideration of the foregoing and

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the sum of TEN DOLLARS (\$10.00) in hand paid by each party to the other, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency whereof are hereby acknowledged, the parties do freely and voluntarily agree by and between themselves as follows:

Dissolution of Marriage. DONALD reserves the right to prosecute any action for dissolution which he shall deem necessary or proper to defend any action which KERSTIN has brought or may bring. KERSTIN reserves the right to prosecute any action for dissolution which she has brought or may hereafter bring and to defend any action as may be commenced by DONALD.

MAINTENANCE AND CHILDREN SUPPORT

- 2(a) KERSTIN acknowledges that she is able to provide for her own support and accordingly represents that she will not request maintenance from DONALD in Cause No. 35 D 12034.
- 2(b) DONALD acknowledges that he is able to provide for his own support and accordingly represents that no will not request maintenance from KERSTIN in Cause No. 86 D 12034.
- 2(c) DONALD agrees to cause Lees Draperies, Inc. to pay to KERSTIN the sum of \$1,500.00 per month in two equal installments of \$750.00 on the first and sixteenth day of each month. The first payment of \$750.00 to be paid on the first day of the month immediately succeeding the effective date of this

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Agreement and said payments shall continue each and every month thereafter until July 1, 1988 at which time DONALD agrees to pay to KERSTIN the sum of \$1,000.00 per month in two equal installments of \$500.00 on the first and sixteenth day of each month and said payments shall continue each and every month thereafter until January 1, 1990.

- 2(d) Commencing January 1, 1990 DONALD agrees to pay to KERSTIN as and for the support and maintenance of the parties minor child. ANNE, the sum of \$500.00 per month in two equal installments of \$250.00 each on the first and sixteenth day of each month. The first payment of \$250.00 to be paid on January 1, 1990 and said payments shall continue each and every month thereafter until that child reaches her majority or is otherwise emancipated.
- commencing January 1, 1988 for a period of twenty four months. However, said employment is predicated upon the fact that she is paid promptly as provided herein and that the working conditions are reasonable. If the working conditions become unreasonable or KERSTIN is not paid timely by DONALD then KERSTIN shall have the right to terminate her employment with Lees Draperies, Inc. and DONALD shall be responsible for the payments provided for in paragraph 2(c). Furthermore, KERSTIN understands that if she voluntarily leaves Lees Draperies, Inc. and the working conditions are reasonable and DONALD has caused Lees Draperies, Inc. to timely pay her, then DONALD'S obligation of support shall

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be the amount set forth in paragraph 2(d).

- 2(f) It is agreed that KERSTIN shall henceforth commencing with he effective date of paragraph 2(c) be entitled to claim the parties, children, LISA and ANNE, as dependent exemptions for Federal and State tax purposes for the years 1988 and 1989 and DONALD hereby agreed not to assert a conflicting claim thereto in the preparation and submission of his income tax returns. It is further agreed that upon the effective date of paragraph 2(d) DONALD will be providing over one-half of the necessary support of ANNE. It is further agreed that DONALD shall, commencing for the years 1991 and thereafter, be entitled to claim said child as a dependent exemption for Federal and State income tax purposes and ATRSTIN hereby agrees not to assert a conflicting claim thereto in the preparation and submission of her respective income tax returns.
- 2(g) DONALD agrees that YEASTIN shall have the physical custody of the children, LISA and ANNE. KERSTIN acknowledges that DONALD shall have the right to visit the minor children at all reasonable times and places upon reasonable requests.
- 2(h) Each party agrees to do everything within his or her power to foster the love and affection of the children for the other party, and to make every possible effort to agree on all questions involving the children so that each child may retain her respect and affection for each of the parties.
 - 2(i) The parties agree that they will jointly discuss:

- (1) the education of the children; (2) the choice of schools and colleges which the children are to attend, and (3) all other questions relating to the health, welfare and education of the children.
- DONALD and KERSTIN agree to pay tuition, room, board, books, supplies, fees and travel, incident to a four year college education for the parties' minor children, LISA and ANNE, even though said children have arrived at their majority providing said children have the ability and desire to attend college and providing that DONALD and KERSTIN are financially able to pay for the aforesaid college expenses. The allocation of said college expenses shall be determined by the parties' then existing financial circumstances.
- DONALD agrees to be responsible for the extraordinary medical and dental expenses of the parties' minor children, LISA and ANNE, until said thildren reach their majority or completes her college education, which event shall last occur. KERSTIN agrees that she will be responsible for the payment of any and all ordinary medical and dental expenses of the parties' minor children, not covered by DONALD'S medical "extraordinary" as contemplated in this insurance. The term paragraph shall include, but not by way of limitation all major dental and orthodontic work, major operations, serious illnesses or accidents requiring hospitalization, psychiatric care, electrolysis, and the like, but shall not include routine dental care, routine medical examination, minor ailments, and the like.

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KERSTIN agrees that in the event there is need for any such extraordinary care, she will consult DONALD and obtain his approval before incurring any expenses for any of the conditions, provided, however, that this shall not apply in the event of grave emergency imperiling the life of a child, when the parent first contacted in the emergency shall make all necessary decisions during the emergency.

MARITAL AND PROPERTY SETTLEMENT

- 3(a) DONALD and KERSTIN agree upon the following provisions set forth in the following subparagraphs as an assignment of non-marital property to the appropriate party, as a division of marital property in acknowledgment of the parties respective contributions to the accumulated marital estate, and as full and final settlement and estate in of their respective marital property and estate rights and claims of the parties.
- commonly known as 1703 Waterman, Arlington Heights, Illinois, with an approximate mortgage balance of segally described on Exhibit "A" attached hereto, and made a part hereof shall, upon the effective date of this Agreement, by agreement between DONALD and KERSTIN, be quit claimed to KERSTIN. DONALD agrees to execute a quit claim deed and any and all documents, assignments of reserve, and the like, title and interest in and to said property to KERSTIN. KERSTIN agrees that she will pay and be solely responsible for the balance due on the existing first mortgage, in addition, she shall pay all real estate taxes,

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assessments, insurance and the like on said property. KERSTIN agrees to indemnify and hold DONALD harmless with regard to mortgage, real estate taxes and insurance now owing or in the future.

- Judgment of Dissolution of Marriage herein, an assignment, releasing to DONALD, any and all interest, right and claim she may have in end to the corporation, Lee Draperies. DONALD agrees to pay and hold KERSTIN harmless from any liabilities for the taxes, insurance premiums, assessments, corporate indebtedness and/or individual indeptedness associated with the corporation and any other expenses whatsoever in connection with said corporation.
- 3(d) DONALD agrees that KERSTIN shall keep as her sole and separate property, free and clear of any right or claim on the part of KERSTIN the following:
 - (1) All furniture, furnishings and fixtures currently located in the parties' marital home, except those items enumerated in Exhibit "B" attached hereto.
 - (2) The automobile currently in the possession of KERSTIN shall remain her automobile.
 - (3) Any bank accounts in her individual name including her IRA's.
 - (4) Her clothing, jewelry and personal effects.
- 3(e) KERSTIN agrees that DONALD shall keep as his sole and separate property, free and clear of any right or claim on the part of KERSTIN, the following:
 - (1) All furniture, furnishings and fixtures listed on Exhibit "B" attached hereto.

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- Any bank accounts in his individual name, includ-(2) ing his IRA's.
- His clothing and personal effects. (3) GENERAL PROVISIONS
- DONALD agrees to pay the premiums on the insurance policies issued on his life by the companies listed on Exhibit "C" attached hereto so long as he is required to keep the policies in force by this paragraph 4. DONALD represents that the aggregate proceeds of the aforesaid insurance policies payable on LONALD'S death are in an amount not less than If, on DONALD death the aggregate proceeds of the insurance policies are not sufficient to meet his obligation pursuant to paragraph 2, the difference between the aggregate proceeds and the unpaid sum shall become a lien and provable claim against the assets and estate of DONALD on behalf of the beneficiary as set forth in this paracraph 4. KERSTIN, or a Life Insurance Trust to be established by DONALD shall be the irrevocable beneficiary of the insurance no long as DONALD is obligated to pay KERSTIN children support and college education expenses in accordance with this Agreement. DONALL agrees to direct the insurance companies issuing the policies to send to KERSTIN copies of the premium notices and receipts.
- DONALD agrees on the effective date of this Agreement to take all necessary and appropriate steps to convert the medical insurance presently insuring KERSTIN to her own name. The medical insurance expense shall be Lees Draperies, Inc. expense as long as KERSTIN is an employee at Lees Draperies, Inc.

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- 6. Both parties agree to be responsible for their own attorneys fees and court costs incurred herein.
- 7. Both parties agree to be responsible for their own indebtedness and indemnify the other from any liability.
- 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 dower, inheritance, descent, distribution, community interest, marital property, and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any mariner acquired by the other party, or whether in possession or ir 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 the purpose of enforcing any or either of the rights specified in and relinquished under this Paragraph 8 and further agrees that in the event any suit shall be commenced, this release, when

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pleaded, shall be and constitute a complete defense to any claim or suit so instituted by either party hereto, and 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 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 valver or release by either party to the other party of any obligations imposed upon, or undertaken by the other party under this Agreement.

and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and 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 does hereby expressly declare to constitute a full and present transfer, assignment, and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed,

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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 small be authorized to make, execute and deliver any and all necessary documents on behalf of the party. This authorization includes, but shall not be limited to, any and all realty, personal property, or a beneficial interest in land trusts.

all rights 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 inherit by intestate succession any of the property 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 die intestate, shall descend to the neirs at law 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 that he or she may see fit, without restriction or limitation whatsoever,

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except as herein otherwise provided.

- Save and except as herein otherwise provided, and to the fullest extent that they may lawfully do so, all the rights, claims and demands of every kind, nature and description, which either party has, or may hereafter have, or claim to have against the other, shall be and the same hereby are forever discharged, extinguished, released and ended, and all matters and charges whatsoever, and any and all matters and charges whatsoever, and any and all manner of actions or causes of action, suits, oebts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which each party ever had, now has, or which he or she, his or her heirs, executors, administrators or assigns, or any of them, hereafter can, shall, or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the effective date hereof, shall be and the same are hereby forever released, discharged, barred, terminated and extinguished; provided, however, that nothing herein contained shall release or limit the obligation of either of the parties hereto to comply with the other provisions of this Agreement.
- 12. The provisions of this Agreement shall come into full force and effect at the time each of the parties delivers to the other a duplicate original hereof, signed by the party delivering the same. In the event that any Judgment for Dissolution shall be entered in Cause No. 86 D 12034 in the

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Circuit Court of Cook County, Illinois, this Agreement shall be exhibited to the Court for its consideration. If the Court approves the Agreement, it shall be incorporated in said Judgment.

- This Agreement shall be binding and inure to the benefit of the respective heirs, executors, administrators, assigns devisees, and grantees of the parties hereto.
- This Agreement shall be construed under the laws of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written. 204 COUNKY

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Exhibit "A"

LOT EIGHTY TWO ----(82)

In Arlington Terrace Unit No. 2, a Subdivision in the Northeast and Northwest Quarter (1/4) of Section 21, Township 42 North, Hange 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 18, 1966, as Document Number 2231388.

Number 2251360.

Commonly known as 1703 N. Waterman, Arlington Heights, Illinois

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ATTORNEY #51197
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF

KERSTIN JOHNSON,

Petitioner

and

No. 86 D 12034

DONALL JOHNSON,

Respondent

JUDGMENT OF DISSOLUTION OF MARRIAGE

This tause now coming on to be heard upon the Petition for Dissolution or Marriage of the Petitioner, KERSTIN JOHNSON, the Response thereto of the Respondent, DONALD JOHNSON, the parties having reached and entered into a written Marital Settlement Agreement and signing an Uncontested Cause Stipulation, and Petitioner appearing in open Court and by RODERICK E. MAC RAE of the firm of DAVIS, FRIEDMAN, ZAVETT, KANE & MAC RAE., as her attorney, and the Respondent appearing in open Court and by his attorney, RICHARD SWEDBERG, and the Court having heard the testimony of the Petitioner duly sworn and examined in open Court, Petitioner offering additional proof in support of the allegations and charges contained in her Petition (a copy of which evidence, having been duly signed and sealed, is to be stilled herein). The Court considering all of the evidence and now being fully advised in the premises, FINDS, as follows:

1. That Petitioner and Respondent at the time this praction was commenced, were domiciled in and residents of the

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State of Illinois and that their domicile and residency has been maintained for 90 days preceding the making of these findings.

- 2. That Petitioner and Respondent were lawfully married on June 19, 1964 at Stockholm, Sweden.
- 3. That two children were born to the parties hereto as the issue of their marriage, namely, LISA, born October 29, 1970 and ANNE, born October 11, 1974. No other children were adopted by the parties and the Petitioner is not currently pregnant.
- 4. Petitioner has established the ground of mental cruelty as provided in the Illinois Marriage and Dissolution Statute.
- 5. The Petitioner and Respondent have entered into a written Marital Settlement Agreement as of the 6th day of January 1988, settling, adjusting and determining their property rights and all other rights, claims and demands one against the other, arising out of their marital relationship of otherwise, and the division of the marital property. Said written Marital Settlement Agreement has been presented to this court for its examination and consideration and is in words and rigures as follows:

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. HEREBY CERTIFY THE ABOVE TO BE COMPECE.

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL

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And the Court having examined the written Marital Settlement Agreement of the parties and having been advised of the circumstances of the parties, FINDS, that said written Marital Settlement Agreement was entered into by the parties freely and voluntarily, that said Marital Settlement Agreement is fair and equitable under the circumstances, and all of its provisions merit the approval of the Court and should be incorporated into this Judgment of Dissolution of Marriage.

6. That Petitioner has established the allegations and charges contained in her Petition. This Court has jurisdiction of the parties to this cause and the subject matter hereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority therein vested and the Statute in such case made and provided, DOTH HEREBY ORDER, ADJUDGE AND DECREE as follows:

- (a) That a Judgment of Dissolution of Marriage shall be and the same is hereby awarded to the Petitioner and Respondent herein and in accordance therewith the bonds of matrimony existing between the Petitioner, KERSTIN JOHNSON and the Respondent, DONALD JOHNSON shall be and the same are hereby dissolved.
- (b) That the Marital Settlement Agreement between the parties heretogdated as of the 6th day of January, 1988, and all of its provisions be and they are hereby expressly ratified, approved, confirmed and adopted as the Order of this Court, with the same full force and effect as if said provisions were in this

. HEREBY CERTIFY THE ABOVE TO BE CORRECT.

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paragraph set verbatim as the Judgment of this Court; and that said Marital Settlement Agreement and all of its provisions are hereby incorporated into this Judgment, and the parties hereto and each of them are hereby ordered and directed to comply fully with the terms thereof.

- (c) That Petitioner, KERSTIN JOHNSON, is hereby forever barred, terminated and ended from her right to claim maintenance and support from the Respondent, DONALD JOHNSON
- (d) That Respondent, DONALD JOHNSON, is hereby forever barred, terminated and ended from his right to claim maintenance and support from the Petitioner, KERSTIN JOHNSON.
- (e) That Peticioner is hereby awarded custody of the minor children, LISA and ANNE. The Respondent shall have reasonable rights of visitation with the children as agreed to by the parties.
- (f) That the payments of \$1,500.00 and \$1,000.00 respectively contained in paragraph 2(c) of the parties' Marital Settlement Agreement dated as of the 6th day of January, 1988 shall be net figures and Lees Draperies, Inc. shall be responsible for the Federal and State withholding taxes and social security taxes of the Petitioner, KERSTIN JOHNSON.
- (g) That, except as hereinabove otherwise provided, any and all right, claim demand or interest of either party against the other, arising out of their marital relationship or otherwise, and any and all right, title, claim or interest of either party in and to the property of the other party, of

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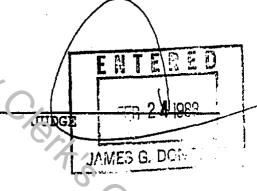
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whatever kind, nature and description, and whether real, personal or mixed which either party now owns, controls or hereafter acquires from any source whatsoever, including dower, homestead, jointure or otherwise, shall be and the same are hereby forever barred, terminated and ended; provided, however, that nothing in this paragraph (g) shall be construed to release, limit or abridge the obligations of either party to fully execute, perform and carry out the provisions of the agreement incorporated herein.

That this Court shall and it does reserve jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgment and of the Agreement incorporated herein.

ENTEK:



Roderick E. MacRae Attorney for Petitioner

RICHARD SWEDBERG Attorney for Respondent

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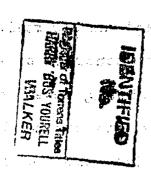
Roderick E. MacRae DAVIS FRIEDMAN, ZAVETT, KANE & MAC RAE 140 South Dearborn Street 11 THU Chicago, Illinois 60603 782-2220

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