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Certificate No. 1203113
1228601 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1203113
1228601 indicated affecting the
following described premises, to-wit:

Unit Number 1, as delineated on survey of Lot Number 3 in
Chestnut Hill Unit No. 2 being a subdivision of part of the
South East one-quarter of the North East one-quarter of
Section 11, Township 33 North, Range 13, East of the Third
Principal Meridian, all in Cook County, Illinois, registered
on May 16, 1980 as document No. LR-3161201 with the Cook
County Registrar of Titles (which survey is attached as
Exhibit "A" to the Declaration of Condominium Ownership made
by the American National Bank and Trust Company of Chicago
under Trust No. 32647 registered in the Office of the
Registrar of Titles, Cook County, Illinois, as Document
No. 3167674, on July 2, 1980; together with an undivided
12.72% interest in said Lots (excepting from said lots the
property and space comprising all the units thereof as
defined and set forth in said Declaration and Survey.)

Flow no rights both parties signed the

Tax # 31-11-216-053-1001
PA. 1402-B WINGFIELD, GLESSMOR
Section 11 Township 33 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

GREATER ILLINOIS TITLE COMPANY
One ...
Chicago, Illinois 60602

CHICAGO, ILLINOIS 3 30 19 89

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Krupa & Braun, Chartered

Attorneys at Law

19630 Governors Hwy.

Box 282

Flossmoor, IL 60422

John R. Krupa

Paul S. Braun

Telephone
312/237-1600
Facsimile
312/267-4889

March 16, 1989

Anthony G. Catullo
Attorney at Law
17450 South Halsted Street
Suite 3 West
Homewood, IL 60430

Re: The Marriage of Robert J. Santostefano and Liboria M. Santostefano,
87 D 15134

Dear Mr. Catullo:

Pursuant to your letter dated February 28, 1989, please be advised that this law firm has been paid in full for the representation of Liboria M. Santostefano regarding the above said cause.

Thank you for your attention in this matter.

Very truly yours,

KRUPA & BRAUN, Chartered

John R. Krupa
JOHN R. KRUPA

JRK/njh

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20____.

CLERK OF COURT

CLERK OF COURT

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(1-81) CCG-8

3308

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

IN RE THE MARRIAGE OF
LISOKIA J. SANTOSTEFANO

and

plaintiff

ROBERT J. SANTOSTEFANO

defendant

NO. 87 D 15134

RELEASE (SATISFACTION) OF JUDGMENT

FRANK E. MILOS

the

judgment creditor

(judgment author)

(designee of record)

having received full satisfaction

(legal representative)

and payment, releases the judgment entered on August 14, 1988.

against defendant ROBERT J. SANTOSTEFANO for

\$ 15,000.00 ~~XXXXXX~~

1411 Woodhollow Lane, Flossmoor, IL
(Address of Judgment Debtor)

March 6, 19 89

Approved:

Attorney of record

Name FRANK E. MILOS
Respondent
Address 3960 West 95th Street
Evergreen Park, Ill. 60642
City 626-0171
Telephone 6986
Atty No.

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

#14402

IN THE CIRCUIT COURT OF COOK COUNTY COUNTY DEPARTMENT, DOMESTIC RELATION DIVISION

IN RE THE MARRIAGE OF)
LIBONIA N. SANTOSTEFANO,)

Petitioner,)

-and-)

ROBERT J. SANTOSTEFANO,)

Respondent.)

No. 87 D 15134

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD on the verified Petition for Dissolution of Marriage of the Petitioner filed herein and the Response thereof by the Respondent; the Petitioner appearing in open Court in her own and proper person by and through her counsel, KRUPA & BRAUN, CHFD. and the Respondent being present by and through counsel, FRANK J. MILOS and the Court being advised in the premises:

FINDS:

1. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.
2. That the Petitioner is and has been for more than ninety (90) days preceding the making of the findings and filing of this Petition for Dissolution of Marriage an actual resident of the County of Cook and State of Illinois in accordance with the applicable provisions of the Illinois Marriage and Dissolution of Marriage Act.
3. That the parties were lawfully married on April 23, 1972

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and said marriage was registered in Cook County, Illinois.

4. That two children were born to the parties as a result of this marriage, namely, NICHOLAS ANTHONY, born June 5, 1978, and MELISSA MARIE, born February 20, 1987; no children were adopted by the parties, and the Petitioner is not presently pregnant.

5. That the Petitioner has substantially proven the material allegations of her Petition for Dissolution of Marriage by competent and relevant evidence adduced at the hearing of this cause. Irreconcilable differences have arisen between the parties and the marriage has been irretrievably broken.

6. That the parties have entered into a written agreement pertaining to child custody, support, and to their respective property rights of every kind, nature and description; that said written property settlement agreement is as follows:

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and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as Husband and Wife, and that it is the desire of the parties to finally and for all time settle and determine their respective property rights, all dower and homestead rights together with any and all of the rights existing between said parties growing out of the marriage relationship, and all other relations that have or might heretofore have existed between them; and

WHEREAS, Liboria is represented by KRUPA & BRAUN, Chartered, her attorneys, and Robert is represented by FRANK E. MILCS, and each of the parties has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement; and

WHEREAS, each party warrants unto each other that they have made a full and complete disclosure to the other of all properties and assets owned by each of them and of the income derived therefrom and from all other sources and are fully advised as to their rights in relation thereto.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I

Right of Action

This Agreement is not one to obtain or stimulate a dissolution of marriage.

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ARTICLE II

Joint Waiver of Maintenance

1. In the event that the Court should grant a Judgment for Dissolution of Marriage between the parties, Liboria shall, in consideration of the terms of this Agreement regarding division of the marital property of the estate as below described, waive and release any and all claims that she may have for maintenance. Liboria acknowledges that she relinquishes all rights of ever seeking said maintenance in this or any other court.

2. Robert shall, in consideration of the promises of this Agreement, waive and release any and all claims that he may have for maintenance. Robert acknowledges that he relinquishes all rights of ever seeking said maintenance in this or any other court.

ARTICLE III

Custody

1. Liboria and Robert agree that each is a fit and proper person to have the custody of the children but have determined that the permanent care, custody, control and education of the children shall be with Liboria.

2. Both Liboria and Robert will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children which will give the children the same feeling of security that may be possible. The parties shall fully cooperate in implementing any visitation programs so

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as to accommodate the social and school commitments of the children.

3. The parties shall keep each other informed as to the exact place where each shall reside in the future, the telephone numbers of their residences, their places of employment, telephone numbers of their places of employment, if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she can be reached.

4. Each party shall advise the other of any serious illness suffered by any of the children as soon as possible after learning of same. The parties shall direct all doctors involved in the care and treatment of the children to give the other all information regarding illness or injury as soon as is practically possible.

5. The parties agree that they shall set aside any issues and feelings of mutual antipathy and marital discord toward each other for the sake of cooperating in the affairs of the children.

6. In the event of remarriage of either party, they agree that they will make known to the new spouse the conditions as set forth above and that they will encourage the new spouse to act in accordance with the expectations set forth herein.

7. Neither party shall have the right to remove the minor children to another jurisdiction to reside therein on a permanent basis, however, should the custodial parent so desire to remove herself and the children she shall first obtain written consent,

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IN SENATE, January 11, 1900.

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE,
JANUARY 10, 1899.

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THE STATE OF ILLINOIS,
COUNTY OF COOK.

Know all men that I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the report of the Commissioners of the Land Office, in response to a resolution passed by the Senate, January 10, 1899, as the same appears from the records of the County Clerk's Office.

WITNESSED my hand and the seal of said County, at Chicago, Illinois, this 11th day of January, 1900.

CLERK OF COOK COUNTY.

but in the event the parties cannot agree to the permanent removal, same shall be determined by a court of competent jurisdiction upon proper notice and petition. The non-custodial parent is enjoined from removing the child from the jurisdiction of the State of Illinois or from any jurisdiction to which the child has been removed pursuant to the provisions of this paragraph, without first obtaining written consent to said removal by the custodial parent, except for vacation or travel.

ARTICLE IV

Visitation

1. Robert shall have liberal and reasonable rights of visitation with the minor children, to include but not be limited to alternate legal and religious holidays, alternating birthdays of the children, alternating weekends from Friday evening at 7:00 p.m. to Sunday evening at 6:00 p.m., a period during the children's vacations, summer vacation period of three weeks, as well as visitations on Robert's birthday and Fathers Day. With regard to Christmas visitations, Christmas eve and Christmas day shall be considered separate holidays.

2. The parties shall have the right to alter, modify and otherwise arrange for other specific visitation periods than those above described, and on such terms and conditions as are conducive to the best interest and welfare of the children. If any visitation period is made unavailable by virtue of a serious illness or injury of a child, the parties shall cooperate to implement a reasonable substitute visitation period bearing the

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best interest of the child.

3. If Robert should for any reason fail to comply with the child support provisions hereinafter set forth in this Agreement, that shall not be a basis for Liboria to deny Robert his rights of visitation. Right of visitation shall be treated as an independent covenant and enforced accordingly.

ARTICLE V

Child Support and Related Matters

1. Robert hereby agrees to pay to Liboria as and for child support the sum of \$2,500.00 per month until the emancipation of the children as defined in Article IX of this Agreement.

2. The parties understand and agree that due to the nature of Robert's employment and the income derived therefrom, Robert's income is subject to change and the above described support payments are based upon Robert's representation of approximate net income for the period of January 1, 1988 to May 15, 1988 of \$19,600.00 per Statement of Income and Related Expenses. Robert has further represented his net income for the calendar year 1987 in the amount of \$259,665.00 per his 1987 Federal Tax Return Schedule 1040 and he warrants the representations of said income are true and accurate. Robert shall furnish to Liboria annually an indication of income in the form of tax returns or other verification of his income.

3. The parties stipulate that all of Robert's support payments shall be made directly to Liboria and not to the Clerk of the Circuit Court.

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4. Commencing with and including the calendar year 1988 and in all subsequent years, so long as Robert continues to pay such support as above described, he shall be entitled to claim the minor children as dependents on his federal and state income tax returns. The parties agree that they shall sign any declaration required to effectuate this provision.

5. If Liboria should for any reason fail to comply with the visitation provisions hereinbefore set forth in this Agreement, Robert shall not be entitled to withhold from Liboria any of the amounts due to her for child support. Right of child support shall be treated as an independent covenant and enforced accordingly.

ARTICLE VI

Medical, Dental, Optical, and Related Expenses

1. Robert shall pay for the hospital, surgical, and optical care and for the extraordinary medical and dental care of the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illnesses 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). Liboria shall be responsible for the ordinary medical and dental expenses of the children. In the event of serious illness of a child, or the

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need for hospital, surgical, optical, or extraordinary medical or dental care, Liboria shall consult with Robert before incurring expenses in connection with same. It is understood by both parties that Liboria's obligation to consult Robert before incurring expenses shall not apply in cases of emergency where the child's life or health might be imperilled by delay. If the parties cannot agree as to whether an expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition.

2. Robert's obligation with respect to the minor children shall continue until the children attain full emancipation as defined in Article IX of this Agreement or complete their education as set forth in Article VIII below, whichever is the last to occur.

3. Robert, at his sole expense, shall obtain and maintain in full force and effect while he has an obligation to pay allowances for a child, a comprehensive major-medical insurance policy covering possible major medical needs of the children. Robert shall obtain and deposit with Liboria a copy of said policy and any subsequent amendments thereto effecting the extent of coverage thereunder. Robert shall provide Liboria with all documents necessary, including claim forms, to enable her to submit all medical bills and expenses through such insurance.

4. It is understood however, that if Liboria acquires any such insurance through her future employment, she may do so for the benefit of the children. Liboria's acquisition of such

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insurance shall not constitute a waiver of Robert's obligation to secure and maintain such insurance.

5. Robert shall take all action necessary and execute all documents needed to secure a conversion major-medical insurance policy for the benefit of Liboria and he shall be responsible for premiums that shall become due on such policy for a period of 24 months from the effective date of this Agreement. Thereafter, Liboria shall be responsible for all such premiums that become due on said insurance and Robert shall have no further obligation thereon.

ARTICLE VII

Life Insurance

1. Robert agrees to maintain life insurance in the amount of at least \$200,000.00 on his life, which policy shall be maintained either through his place of employment or through any reputable insurance company at his own expense. Such policies shall designate as the sole, irrevocable beneficiary of said policy a corporate trustee as Trustee for the minor children, and shall be maintained at least until the time of the children's emancipation as defined in Article IX below. ROBERT shall make the designation of such corporate trustee within 30 days of the date of entry of any Judgment for Dissolution of Marriage.

2. In connection with said policy, upon the effective date of this Agreement, Robert shall deposit the policy with Liboria and direct that duplicate premium notices and receipts be sent to Liboria.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this _____ day of _____, 20__.

Clerk of Cook County

Notary Public

Notary Public

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ARTICLE VIII

Education of Children and Related Expenses

1. Should any minor child of the parties become enrolled in a licensed trade school or other post secondary education institution, both Robert and Liboria shall contribute to the educational expenses related to such attendance at a post secondary education institution. By "education expenses" there is meant and included but not by way of limitation, the following: tuition, books and supplies, registration, and other required fees, board, lodging and utilities related to lodging such as telephone, electric, etc., if the child is not living at home.

Robert's and Liboria's obligations are conditioned upon the following:

A. The child has at that time the desire and aptitude for a trade school, college or professional school education;

B. The trade school or college is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service.

C. A masters degree program may, at the option of the child, be substituted for professional school;

D. The child carries the required number of courses or units so that he or she is considered by the school attended to be a "full time" student and the child maintains a passing grade average as is prescribed by said school'

E. Copies of all grade reports of the child are forwarded

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to the parties within ten (10) days after same are issued;

F. The parties have the financial ability to pay such trade school, college or professional school expenses.

2. The decisions affecting the education of each child, including the choice of trade school or college and professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

3. In the event 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.

ARTICLE IX

Emancipation Event

With respect to a minor child, a "emancipation event" shall occur or be deemed to have occurred upon the earliest of the following to happen at which time Robert's obligation for such child as detailed in this Agreement shall terminate:

- a. The child's reaching age 18 years or completing high school, which occurs later;
- b. The child's marriage;
- c. The child's having a permanent residence away from the permanent residence of the custodial residence;
- d. The child's death;
- e. The child's engaging in full time employment,

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except that the child's engaging in full time employment during vacation or summer vacation periods or during the time allowed for the child to complete a post-secondary education which shall not be deemed as an emancipation event.

ARTICLE X

Property Settlement

1. Personal Property

(a) The parties agree and represent that all items of personal property have been divided between themselves and shall be retained by the party currently in possession thereof, including but not limited to household furnishings, automobiles, and respective personal effects. In addition to the division of such personal property as based upon the parties' current possession of such item, Liboria shall receive the personal property set forth in Schedule A attached hereto which is currently in the possession of Robert.

(b) Robert shall keep as his sole property, free and clear of any interest held or claimed by Liboria, all of his jewelry, clothing and other personal belongings presently held or possessed by him. Liboria shall keep as her separate property, free and clear of any interest held or claimed by Robert, all of her jewelry, clothing, and other personal belongings presently held or possessed by her.

(c) Each party will execute all documents necessary to transfer the 1988 Pontiac automobile to Liboria as her separate

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property and the 1987 Lincoln automobile to Robert as his separate property.

2. Bank Accounts and Financial Assets:

The parties agree and represent unto each other that all bank accounts, financial accounts, and cash assets of the parties are set forth on Schedule B attached hereto. The parties agree and in consideration of Liboria's waiver of her maintenance rights against Robert, that all assets set forth on Schedule B attached hereto shall be divided equally between each party. The parties shall have the right to effect said division by trade or exchange of like assets so as to effectuate an equal division of same. Such division shall continue and not be defeasible or terminate upon death of either party and such division shall inure to the parties' respective executors, heirs, and assigns.

The parties agree that the foregoing transfer shall be considered to be part of the division of marital property in acknowledgment of the parties' respective contributions to the marital estate, pursuant to Section 503(a) of the Illinois Marriage and Dissolution of Marriage Act, and therefore is a nontaxable transfer and each party shall assume the property which is ultimately transferred into their respective possessions with such asset's original basis. In addition to the above described division of assets, ROBERT shall pay to LIBORIA, as a contribution towards her education tuition expense, an amount not to exceed the sum of \$4,500.00. Such payment shall be due upon LIBORIA's presentation to ROBERT of the actual bill for her

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tuition expenses.

3. Real Property:

The parties warrant unto each other that they presently are the owners or maintain an interest in various real estate properties as set forth on Schedule C attached hereto.

a. With regard to the marital residence commonly known as 3125 Alexander Crescent, Flossmoor, Cook County, Illinois, that same is presently upon the open market for sale and that until such time as the property is sold, Liberia shall maintain sole and exclusive possession of said premises. Until such time as this real estate premises is sold, Robert at his sole expense, shall maintain and pay all expenses that shall become due for said property including but not limited to mortgage payments, real estate taxes, insurance premiums, repair expenses, and all other such expenses that shall become due from time to time. In consideration of Robert assuming said obligations with regard to the marital residence, Robert's child support obligations, as set forth in Article V above, shall be reduced and he shall pay to Liberia the sum of \$1,200.00 per month until such time as the premises are sold. Upon sale of said premises, and after first paying the usual and customary costs of sale, Liberia shall receive the sum of \$15,000.00 as and for a full and complete waiver of any rights she may have for support arrearages due by prior Order of Court and dissipation of a marital accunt by Robert prior to the effective date of

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this Agreement. ROBERT shall then receive the sum of \$20,000.00 which represents his total inheritance received from the Estate of Genesee Santostefano and thereafter the parties shall equally divide all remaining net proceeds of sale.

b. With regard to the real estate premises commonly known as 1402 Woodhollow, Flossmoor, Cook County, Illinois, that same is currently upon the open market for sale and until such time as said premises are sold, Robert shall be solely responsible for any and all expenses that shall become due for said property. Upon sale of said real estate premises, the parties shall equally divide any net proceeds after first paying all usual and customary costs of sale.

c. That with regard to the real estate premises commonly known as 1411 Woodhollow, Flossmoor, Cook County, Illinois, that Robert warrants and represents that no equity exists in said property and Liberia shall execute all documents necessary to transfer any interest that she may have in said real estate premises to Robert.

d. That with regard to the real estate premises commonly known as 414 Shabona, Park Forest, Cook County, Illinois, that same is currently upon the open market for sale and Robert shall be solely responsible for any and all expenses that shall become due for said property. Upon sale of said real estate premises, the parties shall equally divide any net proceeds after first paying all usual and

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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customary costs of sale.

e. That with regard to the real estate premises commonly known as 323 Nassau, Park Forest, Cook County, Illinois, that same is currently upon the open market for sale and Robert shall be solely responsible for any and all expenses that shall become due for said property. Upon sale of said real estate premises, the parties shall equally divide any net proceeds after first paying all usual and customary costs of sale.

f. That with regard to the real estate premises commonly known as 14522 Justine, Harvey, Cook County, Illinois, that same is currently upon the open market for sale and that Liboria shall execute all documents necessary to transfer and convey her title and interest in said real estate premises to Robert. Robert warrants and represents that no equity exists in said property.

The parties warrant unto each other that neither owns or maintains any interest or control in any other real estate premises other than described in Schedule C attached hereto. The parties agree that the foregoing transfer shall be considered to be part of the division of marital property in acknowledgment of the parties' respective contributions to the marital estate, pursuant to Section 503(e) of the Illinois Marriage and Dissolution of Marriage Act, and therefore is a nontaxable transfer and each party shall assume the property that is ultimately transferred into

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their respective possessions with such asset's original basis.

4. Indebtedness:

The parties agree and warrant unto each other that there are no outstanding marital bills, debts, or other obligations and that each party will be solely responsible for their respective debts and obligations incurred in their individual names subsequent to the separation of the parties on October 15, 1987.

ARTICLE XI

Income Taxes

The parties shall be jointly liable for any income taxes that may be claimed in connection with the filing of any previous joint federal and state income tax returns. LIBORIA's liability for such income taxes shall only extend to taxes due for assets received by her as a result of this Agreement.

ARTICLE XII

Counsel Fees

The parties shall pay to their respective counsel the amounts as below described as and for the remaining balances due for the parties' counsel fees and costs. Said payment of said fees and costs shall be due and payable upon the effective date of this Agreement and shall remain as a Judgment against each party until paid in full.

Krupa & Braun, Chartered - \$20,000.00

Frank E. Milos - \$15,000.00

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Department of Revenue

Property Tax

Assessment

Statement

2024

Assessment

Statement

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Assessment

Statement

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Assessment

Statement

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ARTICLE XIII

General Provisions

1. Except as otherwise provided, each of the parties shall execute, acknowledge and deliver upon the effective date of this Agreement good and sufficient instruments necessary and proper to vest titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary and proper to carry out the purpose of this Agreement and establish of record the sole and separate ownership of 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.

2. To the fullest extent by the law permitted to do so, and except as hereinabove otherwise provided, each of the parties hereby forever releases, relinquishes, waives and forever quitclaims and grants to the other, his or her heirs, personal representatives and assigns all rights to maintenance, alimony, dower, inheritance, descent, distribution, community interest, and all other right, title, claim, interest and estate whether

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now owned or hereafter acquired by either party, whether in possession or in expectancy, and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives or assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement. Each of the parties agrees that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit instituted by either party hereto. Each of the parties further agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds, releases, or other instruments and further assurances as are required to effect or evidence such release, waiver or relinquishment or extinguishment of such rights. Nothing herein contained, however, shall operate to 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.

3. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as an administrator-with-the-will-annexed of 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 which the

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other party may die seized or possessed. 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, in the same manner as though the parties hereto had never been married to 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 might see fit, without any restrictions or limitations whatsoever. Nothing herein contained, however, shall operate or be construed as a waiver or release by either party of the obligation of the other party to comply with the terms of this Agreement, or the rights of either party under this Agreement.

4. In the event that any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment of Dissolution of Marriage, then any pending proceeding before such Court shall be suspended so that Liboria and Robert shall have the opportunity to consider said alteration, change or modification by said Court and, if necessary, renegotiate all or part of this Agreement. In any event, if any Court alters, changes or modifies any portion of this Agreement prior to the entry of a Judgment of Dissolution of Marriage, the entire Agreement shall become voidable at the option of Liboria and Robert.

5. In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between

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them, this Agreement and all of its provisions shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect. In no event shall this Agreement become effective or have any validity unless a Judgment of Dissolution of Marriage is entered in the instant pending case. The Court upon entry of said Judgment shall retain the right to enforce the provisions and terms of this Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

6. This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a Court of competent jurisdiction at any time after entry of a Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid, then the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that this Agreement was prepared and executed in Illinois, both parties reside in the State of Illinois, Liboria filed an action for Dissolution of Marriage in Illinois, and Robert filed his Appearance and Response to that action. The parties choose and desire for the sake of certainty as well as other considerations to be bound by

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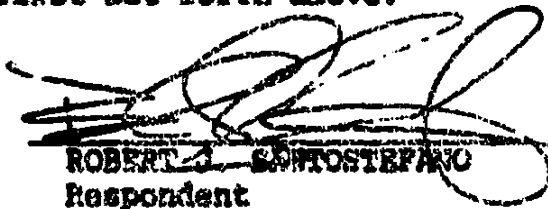
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the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first set forth above.

LIBERIA M. SANTOSTEFANO
Petitioner


ROBERT J. SANTOSTEFANO
Respondent

SUBSCRIBED and SWORN to before me this 11th day of August, 1980
Raymond J. Brundage
Notary Public

KRUPA & BRAUN, Chartered
19630 Governors Hwy
P.O. Box 262
Flossmoor, IL 60422
312/957-1500

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SCHEDULE A

Kaleidoscope peach colored chair
2 white queen ann chairs
Curio cabinet
end table, square oak coffee table, set of three nest tables, and
small end table that match the dining room set in the marital
residence
brass rocking horse
brass book ends - deer heads
blue bell
blue music box
brass lamp
ceramic lamp - white
decorator plate
round container matching plate
blue wedgewood container
silk plant over curio cabinet
gas grill
one-half of the total number of U.S. Liberty Gold coin collection

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SCHEDULE B

<u>Account</u>	<u>Approximate Current Balance</u>
Shearson FMA	\$157,800.00
Prudential Bache Stock Account	\$95,400.00
IDS account	\$105,550.00
Kemper Muni-Bond Account	\$5,600.00
Hutton Government Plus Account-IRA Robert	\$2,280.00
Shearson IRA - Robert	\$15,060.00
Hutton IRA - Liboria	\$2,285.00
Shearson IRA - Liboria	\$20,670.00
Shearson UGMA - Melissa	\$28,530.00
Shearson UGMA - Nicholas	\$115,660.00
1987 Tax Refund - Federal	\$5,915.00
1986 Tax Refund - State	\$3,627.00
Robert J. Santostefano Pension Account - Wester Capital Corp.	\$60,000.00
Partnership - Tuckaway Heights Partners	current balance unavailable
Partnership - Capital Equipment Leasing	current balance unavailable
American United Life	\$15,000.00

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SCHEDULE C

3125 Alexander Crescent
Flossmoor, IL 60422

1402 Woodhollow
Flossmoor, IL 60422

1411 Woodhollow
Flossmoor, IL 60422

414 Sherman
Park Forest, IL 60466

323 Nassau
Park Forest, IL 60466

14522 Justine
Harvey, IL 60426

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11/10/2011

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7. That the Court has examined the proposed Marital Settlement Agreement dated *AUGUST 5*, 1988, which the parties have submitted to the Court; that the Court finds that said Agreement was entered into freely and voluntarily by the parties; that same is not unconscionable, that the same is fair, reasonable and equitable under the facts and circumstances of this case and that said Agreement is approved and reads as attached hereto and made a part of this document herein.

A. The Petition for Dissolution of Marriage filed herein by Petitioner, LIBORIA M. SANTOSTEFANO, is granted and the parties are awarded a Judgment of Dissolution of Marriage; that the marriage heretofore existing between the parties be and it is hereby dissolved.

B. LIBORIA M. SANTOSTEFANO shall be hereby awarded legal custody of the minor children and the day to day care and control of the minor children pursuant to the terms of the above Marital Settlement Agreement concerning NICHOLAS ANTHONY and MELISSA MARIE.

C. The Marital Settlement Agreement dated *AUGUST 5*, 1988, shall be made a part of this judgment.

D. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this judgment and

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for consideration of reserved matters.

DATED this _____ day of _____, 1988.

ENTERED
 AUG 18 1988
 M. REYNOLDS 143

Enter: _____
JUDGE

14402
 KRUPA & BRAUN, Chartered
 19630 Governors Hwy. P.O. Box 262
 Flossmoor, Ill. 60422
 312/957-1500

APPROVED:

[Signature]

 Counsel for Petitioner

 Counsel for Respondant

MEMBER CLERK OF THE COURT

DATE _____

CLERK OF THE COURT COOK COUNTY, ILL.

THIS ORDER IS THE ORDER OF THE COURT

COURT AND NOTATION THEREOF IS SUBJECT TO THE

SIMPLICITY OF THE LAW

Cook County Clerk's Office

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