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STATE OF ILLINOIS)
COUNTY OF COOK) SS

400873

3785437

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

IN RE: THE MARRIAGE OF

PAULA PONCZKO,

Petitioner,

and

NICHOLAS PONCZKO,

Respondent.

No. 86 D 05500

JUDGMENT OF DISSOLUTION OF MARRIAGE

Advised by

This cause coming on to be heard upon the verified Petition for Dissolution of Marriage heretofore filed by PAULA PONCZKO, Petitioner herein, and the Respondent, NICHOLAS PONCZKO, having filed his appearance and Response and the Petitioner appearing in open Court in her own person and by her attorney, CAROL JOHNSON of the firm of BARRY, JOSEPH & LICHTENSTEIN, and the Respondent appearing by his attorney, JOHN CUSHING of the firm of AMERSON & CUSHING, and the Court having heard Petitioner's testimony duly sworn and examined in open Court and the Court considering all of the evidence and now being fully advised in the premises,

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Both Find:

1. The Court has jurisdiction over the subject matter and the parties hereto.

2. The allegations of Petitioner's verified Petition for Dissolution of Marriage are substantially true and the equities of this cause are with the Petitioner; the Petitioner at the time of the commencement of this action, at the present time, and for more than ninety (90) days preceding the making of these findings has been an actual resident of the State of Illinois.

3. The parties were lawfully joined in marriage on August 5, 1967, in Chicago, Illinois, and said marriage was registered in Cook County, Illinois.

4. One child was born to the parties, namely: ERIC ALEXANDER, born November 5, 1969; no children were adopted and the wife is not pregnant.

5. Irreconcilable differences have caused the irretrievable breakdown of the marriage; efforts at reconciliation have failed and further efforts would be futile; and the parties have been separated since October, 1975.

6. The parties have entered into a written marital settlement agreement by which they have settled all matters of custody, child support, maintenance and the disposition of property, and said agreement, in words and figures, is as follows:

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PONCZKO MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 1988, by and between PAULA PONCZKO, hereinafter referred to as "PAULA", and NICHOLAS PONCZKO, hereinafter referred to as "NICHOLAS", both parties being residents of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS,

A. That the parties were married on August 8, 1937, at Chicago, Illinois, and said marriage was registered in the County of Cook, State of Illinois.

B. That as a result of the marriage, one child was born to the parties, namely, ERIC ALEXANDER, born November 5, 1971; and that no children were adopted by the parties and PAULA is not now pregnant.

Nº C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased living together as husband and wife.

D. That PAULA has filed a Petition for Dissolution of Marriage against NICHOLAS in the Circuit Court of Cook County, Illinois, known as Case No. 96 D 05508, entitled "In Re The Marriage of PAULA PONCZKO, Petitioner and NICHOLAS PONCZKO, Respondent"; and said cause is still pending, as no judgment or other final order has been entered in that case.

CA 11-03-137

Petitioner's Exhibit 41 for V.D.

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E. That without any collusion as to the pending case, or as to any other dissolution of marriage proceedings which either or both of the parties might later bring, but, without prejudice to any right of action for dissolution of marriage which either of the said parties may have, that both parties consider it to be in their respective best interests to settle by and between themselves the issues of child support, custody and visitation and the respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of either party to receive maintenance from the other; and the payment of attorneys' fees and court costs.

MP F. That PAULA has employed and has had the benefit of counsel of CAROL JOHNSON of the law firm of LANSY, JOSEPH & LICHTENSTEIN as her attorney. That NICHOLAS has employed and has had the benefit of Counsel of the law firm of AMESBOLD & CUSHING. That each party represents and warrants to the other that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and through furnishing of financial data to counsel. That each party acknowledges to the other that he or she has been fully advised as to his respective rights in the premises.

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NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants contained below, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree by and between themselves as follows:

ARTICLE I

Reservation of Litigation Rights

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

ARTICLE II

Child Custody and Visitation

2.1 The parties mutually covenant and agree that they shall have joint custody and control of the parties' minor child, ERIC ALEXANDER. To this end, they have entered into a Joint Parenting Agreement which is attached hereto and incorporated herein. The minor child shall spend approximately equal time with each parent on a schedule to be determined by the parties taking into account the child's schedule for school and other activities.

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2.2 The parties further mutually covenant and agree that they shall use their best efforts to foster the love, respect and affection of the child toward each parent and they shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security. The parties shall further cooperate fully in implementing the visitation schedule as to accommodate the religious, social and educational commitments of the child.

ARTICLE III

Child Support

3.1 Both parties are capable of contributing to the support of the minor child. Because it is contemplated by this Agreement that the minor child will spend extended periods of time with each parent, child support is reserved.

3.2 The parties further covenant and agree that NICHOLAS shall be solely entitled to claim the dependency exemption for the child in the filing of his Federal and State income tax returns, until further written agreement of the parties or order of court in this regard.

ARTICLE IV

Medical Coverage for the Child

NICHOLAS covenants and agrees that he will pay and defray any and all extraordinary medical, dental, hospital nursing and medical costs and expenses incurred on behalf of the child or

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the parties until emancipation of the child; provided, if the child pursues a post-high school education, NICHOLAS's obligation continues until completion or discontinuation of vocational school, college, or university studies, but, in no event shall NICHOLAS's obligation for the child continue beyond the child's 23rd birthday. Further, NICHOLAS shall save, indemnify and hold PAULA harmless if and to the extent that she hereafter be called upon to, and shall pay and defray the whole or any part of such expense or expenses. PAULA covenants and agrees that she will give NICHOLAS advance notice in the event of the necessity of incurring charges of this nature, except in cases of emergency. NICHOLAS, except in cases of emergency, and at his own expense, may always obtain a second opinion as to these extraordinary medical, dental, hospital, nursing and medicinal needs of the child. In the event of a dispute between the parties as to whether an expense of this nature is either necessary or appropriate, the issue be submitted to a court of competent jurisdiction on proper notice and petition of either party. The term "extraordinary" as used in this paragraph include, not by way of limitation, but by way of illustration, all psychiatric or psychological treatment, allergy treatments, orthodontia, major dental work and care and treatment required as a result of medical or dental conditions necessitating hospitalization or extended medical or dental care.

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The term "extraordinary" shall not include routine examinations, treatment for minor ailments, medication, (except as required in the treatment of extraordinary medical or dental conditions) routine dental care and the like.

4.2 The parties further covenant and agree that they shall each pay one-half the ordinary medical and dental expenses of the child not covered by NICHOLAS's medical or dental insurance policy.

4.3 NICHOLAS further covenants and agrees that he will obtain or maintain in full force and effect sufficient major medical and hospitalization insurance for the benefit of the child, so long as he is obligated to pay extraordinary medical, dental, hospital, nursing and medicinal expenses for the child under the terms of paragraph 4.1, by paying the premiums thereon as they shall fall due. Also, NICHOLAS further agrees to pay any ordinary medical and dental bills to the extent covered by the terms of his policy. Further, NICHOLAS agrees to furnish PAULA with an insurance identification card disclosing the existence of current coverage for the benefit of the child of the parties.

ARTICLE V

Life Insurance Coverage for Child

5.1 NICHOLAS further covenants and agrees that he shall keep and maintain a life insurance policy or policies, in the minimum aggregate amount of \$50,000.00, in full force and effect,

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by paying the premiums thereon as the same shall fall due and by doing any and all other acts and things necessary and/or expedient to that end, and, that he shall, within ten (10) days from the entry of a Judgment for Dissolution of Marriage, execute and deliver to the insurer or insurers the usual and customary documents used by them to designate the child of the parties or a trustee for his benefit as irrevocable beneficiary of the total proceeds of such insurance, to the extent of, at least \$50,000.00, until such time as the child shall become emancipated, except that if the child attends a vocational school, college, or university, NICHOLAS's obligations under the terms of this paragraph shall continue until the said child has completed or discontinued the said education, but in no event beyond the date of the child's 23rd birthday. NICHOLAS further covenants and agrees that during the minority of the child he shall designate PAULA as trustee for the benefit of the minor child of the parties.

5.2 PAULA further covenants and agrees that she shall keep and maintain a life insurance policy or policies, in the minimum aggregate amount of \$50,000.00, in full force and effect, by paying the premiums thereon as the same shall fall due and by doing any and all other acts and things necessary and/or expedient to that end, and, that she shall, within ten (10) days from the entry of a Judgment for Dissolution of Marriage, execute

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and deliver to the insurer or insurers the usual and customary documents used by them to designate the child of the parties or a trustee for his benefit as irrevocable beneficiary of the total proceeds of such insurance, to the extent of, at least, \$50,000.00, until such time as the child shall become emancipated, except, that if the child attends a vocational school, college, or university, PAULA's obligations under the terms of this paragraph shall continue until the said child has completed or discontinued the said education, but in no event beyond the date of the child's 23rd birthday. PAULA further covenants and agrees that during the minority of the child she shall designate NICHOLS as trustee for the benefit of the minor child of the parties.

ARTICLE VI

Education for the Child

6.1 The parties covenant and agree that they shall both contribute to the reasonable and necessary expenses for a vocational school, college, or university education for the child of the parties, which obligation is predicated upon the scholastic aptitude of the child. The extent of the parties' obligations hereunder shall be based upon their then respective financial resources. Decisions affecting the education of the child, including the choice of the school to be attended shall be made jointly by the parties and shall consider the expressed

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preference of the child, and neither party shall unreasonably withhold his or her consent to the expressed preference of the child. In the event the parties are unable to agree upon the school to be attended or upon any of the foregoing, then a court of competent jurisdiction shall make the determination upon proper notice and petition. The parties further covenant and agree that they shall pay and defray all the costs and expenses necessarily incurred by the child incident to such an education, including, but not limited to, college application fees, tuition, room and board, books, laboratory and activity fees, clothing, transportation expenses, student health fees, and any other expense usually ordinarily incurred in the acquisition of a vocational school, college or university education. The obligations of the parties under the terms of this paragraph shall continue even if the child attains the age of majority prior to or during the course of said education; but, in no event, shall the obligation of either or both of the parties extend beyond the child's 23rd birthday.

ARTICLE III

Mutual Waiver of Maintenance

7.1 PAULA covenants and agrees to waive and release any and all right, title and interest she may have in and to maintenance (alimony) and support from NICHOLAS, whether past, present or future.

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7.2 NICHOLAS covenants and agrees to waive and release any and all right, title and interest he may have in and to maintenance (alimony) and support from PAULA, whether past, present or future.

ARTICLE VII

Award and Distribution of
Marital and Non-Marital Property

8.1 On or before the entry of a Judgment for Dissolution of Marriage, NICHOLAS shall convey to PAULA all of his right, title and interest in and to the improved real property located at 8418 West Fullerton, Chicago, Illinois, legally described on Exhibit A.

8.2 On or before the entry of a Judgment of Dissolution of Marriage, PAULA shall convey to NICHOLAS all of her right, title and interest in and to the improved real property located at 2419 North Windear Drive, Arlington Heights, Illinois, legally described on Exhibit B.

8.3 In consideration of the conveyances in paragraphs 8.1 and 8.2 of this Agreement and to effectuate an approximately equal division of the marital real property, NICHOLAS shall pay to PAULA the sum of \$34,000.00 upon the entry of a Judgment of Dissolution of Marriage.

8.4 PAULA shall have the sole ownership and interest in her business known as Alt Travel and NICHOLAS shall make no claim of

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any interest in said business. PAULA shall indemnify and hold harmless NICHOLAS from any and all debts arising from said business.

8.5 Each party shall receive as her or his sole property any and all bank accounts, IRA's money market accounts, pension funds, certificates of deposit and all other forms of money presently held in her or his own name.

8.6 PAULA shall have as her sole property the 1983 Mercury Marquis automobile and NICHOLAS shall have as his sole property the Ford station wagon.

8.7 The parties believe that they will be able to reach an amicable division of the household furniture and furnishings and personal effects. If they are unable to do so, they agree to submit the matter to a court of competent jurisdiction for resolution.

8.8 Except as otherwise provided in this Agreement, each of the parties covenants and agrees that each shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including, but not limited by, all businesses, all choses in action, interests and trustees and beneficiaries of trusts, bank accounts, pensions, profit sharing, bonds, stocks, closely held securities and real estate.

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ARTICLE IX

Debts and Obligations

9.1 That the parties warrant that there is no outstanding debt other than that set out elsewhere in this Agreement. That each party shall pay and defray, in full, and shall save, indemnify and hold harmless the other party from any responsibility, liability or obligation to pay any and all debts, liabilities and obligations incurred by either party, individually, prior to or subsequent to the entry of a Judgment for dissolution of Marriage.

ARTICLE X

Attorneys' Fees and Costs

10.1 The parties further covenant and agree that each of them shall pay and defray any and all fees and costs due their respective attorneys, and each party shall save, indemnify, and hold harmless the other of and from any responsibility therefor. In the event that either of the parties and his or her respective counsel fail to agree upon such fees and costs, then such issue shall be presented to this court for ultimate determination pursuant to Section 508 of the Illinois Marriage and Dissolution of Marriage Act, by means of a petition filed within thirty (30) days of the date of entry of a Judgment of Dissolution of Marriage, or such further time as the court may allow.

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ARTICLE XI

Medical Insurance Coverage for Paula

11.1 NICHOLAS agrees to cooperate in obtaining continuation coverage for PAULA from his group health insurer.

11.2 NICHOLAS agrees to immediately sign all insurance claim forms for PAULA's medical bills incurred before PAULA obtains continuation coverage.

NP Nicholas receives any check from the insurance company or reimbursement for Paula's medical bills, he will immediately sign the check over to Paula

ARTICLE XII

Execution Clause

12.1 Each of the parties hereto hereby agree to execute and acknowledge, upon the entry of a Judgment for Dissolution of Marriage, good and sufficient instruments necessary or proper to best the title and estate in the respective parties, as hereinabove provided, and, thereafter, at any time, from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

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ARTICLE XXII

General Provisions

13.1 PAULA further covenants and agrees that, except as is otherwise provided herein, she shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which she now has, or might hereafter assert, against NICHOLAS or his property, whether real, personal, or mixed, by reason of the marital relationship previously existing between them, or for any other reasons. PAULA's waiver shall include, but not necessarily be limited to a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

M 13.2 NICHOLAS further covenants and agrees that, except as is otherwise provided herein, he shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which he now has, or might hereafter assert, against PAULA or her property, whether real, personal, or mixed, by reason of the marital relationship previously existing between them, or for any other reason. NICHOLAS's waiver shall include, but not necessarily be limited to a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

13.3 Except as is otherwise provided herein, each of the parties shall, and does hereby, waive and relinquish all rights

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to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession of any the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties had never been married. Each of the parties, respectively, reserved the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

NY 13.4 To the fullest extent permitted by law, except as otherwise provided herein, each of the parties shall and hereby does forever relinquish, release, waive, quitclaim and grant to the other (or his or her heirs, personal representatives, and assigns) all rights of inheritance, descent, distribution, community interest, and any and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or

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otherwise by reason of the marital relationship previously existing between them 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 manner acquired by the other party, and 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, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph. Each party further covenants and agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party. Each party further covenants and agrees to execute, acknowledge, and to deliver, at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this paragraph; provided, however, that nothing herein contained in this paragraph or in this Agreement shall operate or shall be construed as a waiver or release by either party to the other for

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any of the obligation on the part of the other to comply with the provisions of this Agreement.

13.5 Except for the terms herein concerning the support, custody and visitation of the minor child, this Agreement shall not be changed, modified or altered by any order of Court after this Agreement has been incorporated into a Judgment for Dissolution of Marriage.

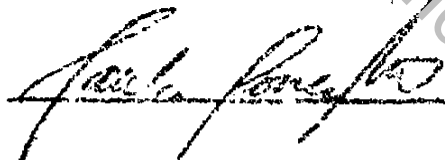
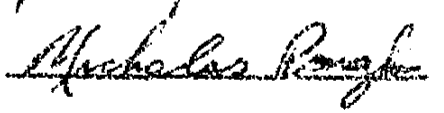
13.6 This instrument contains the whole, entire and complete agreement of the parties; has been examined by each of them, assisted by counsel of his or her respective choice, and is believed by each of them to be fair, just, and equitable in all respects.

13.7 This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of each of the parties.

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

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

8-31-88

 (Seal)
 (Seal)

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AFFIDAVIT

I, PAULA PONCZKO, being first duly sworn on oath, do state and depose as follows:

1. That I was married once and only once to NICHOLAS PONCZKO.
2. That I was divorced from NICHOLAS PONCZKO on October 21, 1988, and have not since remarried.
3. That I have received from NICHOLAS all property, real and personal, to which I am entitled under the Judgment of Dissolution of Marriage, including a deed to the property located at 5418 W. Fullerton Avenue, Chicago, Illinois, and the sum of \$34,000.00 plus interest.
4. That I have conveyed to NICHOLAS all property to which he was entitled under the Judgment of Dissolution of Marriage, including a deed to the property located at 2419 North Windsor Drive, Arlington Heights, Illinois.

FURTHER AFFIANT SAYETH NOT.

Paula Ponczko
PAULA PONCZKO

SUBSCRIBED AND SWORN to
before me this 4th day
of April, 1989.

Carol Johnson
Notary Public

OFFICIAL SEAL
Carol Johnson
Notary Public, State of Illinois
My Commission Expires Dec. 4, 1990

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Lot 26 (except the south 17.0 feet thereof taken for the widening of Fullerton Avenue) in Block 9 in Howmar's Subdivision of the Southwest Quarter of the Southwest Quarter of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT A

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Lot 413 in Ivy Hill Subdivision, Unit No. 9, Being a Subdivision of Part of the South Half of the Northwest Quarter of Section 16, Township 42 North, Range 11, East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois.

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EXHIBIT B

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7. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court.

Therefore, by virtue of the Statute of the State of Illinois and on Motion of Petitioner, it is the Judgment of the Court, and

IT IS HEREBY ORDERED:

A. That the marriage heretofore existing between the Petitioner, PAULA PONCZKO, and the Respondent, NICHOLAS PONCZKO, be dissolved and the marriage is accordingly dissolved as to both parties.

B. The marital settlement agreement hereinabove set forth in full is made a part of this Judgment of Dissolution of Marriage, and all of the provisions of this said Agreement are expressly ratified, confirmed, approved and adopted as the order of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court. Each of the parties shall perform under the terms of this said agreement.

C. That the Court retains jurisdiction for the purpose of enforcing this Judgment.

ENTER:

JUDGE

ENTERED	
OCT 21 1998	
MARTIN C. ASHMAN	

JOHN J. ASHMAN, ROBERT A. LICHTENSTEIN
111 North LaSalle Street
Chicago, Illinois 60602
Tel. 346-9270

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TP
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REGISTERED
CAROL MOSELEY BRAUN

95 APR -7 PM 3:56

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4/28/83

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

PENALTY OF THE LAW