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Certificate No. 1418587

Document No. 334710A-P

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1418587 indicated affecting the
following described premises, to-wit:

~~to~~ Lot 67 in New England Village, being a Subdivision
of Lot Eight (8) and parts of Lots 6 and 7, in Owners'
Division of parts of the Northwest and Northeast Quarter
(1/4) of Section 14, Township 41 North, Range 13, East
of the Third Principal Meridian.

10-14-228-018

44 Salem Home Assoc

Section 14 Township 41 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

Robert Riley

CHICAGO, ILLINOIS 11/17 1988

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ILLINOIS JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

vs.

RICHARD S. KELLY

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on
-APRIL 2nd.,,
in the year of our Lord one thousand nine hundred and
-97
and of the Independence
of the United States of America, the two hundredth and
-ELEVENTH

PRESENT: - The Honorable

RICHARD S. KELLY

Judge of the Circuit Court of Cook County.

RICHARD M. CALEY, State's Attorney

JAMES E. DUNN

RICHARD J. FERRELL, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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Dec. 15. 90266
2/5/77 26-7070

STATE OF ILLINOIS)
) SE:
COUNTY OF COOK)

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

IN RE: THE MARRIAGE OF

CATHY BROOKS,

Petitioner,

and

cc. 85 D 14145

EDWARD BROOKS,

Respondent.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY CAME AGAIN the petitioner, CATHY BROOKS, by her attorney, ROGER A. RUBIN of EPTON, MOLLIN & DRUTH, LTD., and this matter coming on to be heard from the contested Divorce Calendar, and it appearing to the Court that filed her Petition for Dissolution of Marriage, that EDWARD BROOKS was duly served with Summons all according to Statute in such case made and provided, and the Court having heard the testimony of the Petitioner in the Cause and finding the issues in favor of the Petitioner upon her Petition for Dissolution of Marriage, and now being fully advised in the premises the Court finds:

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1. That each of the parties hereto resided in Cook County, Illinois at the time of the filing of this cause of action and that both of the parties hereto were domiciled in the County of Cook and State of Illinois for more than ninety (90) days consecutively and without interruption prior to the entry of this Judgment for Dissolution of Marriage; that Petitioner is 44 years of age and Respondent is 50 years of age.

2. That the parties were lawfully joined in marriage on December 3, 1987, at Wilmette, and the marriage was duly registered in Cook County, Illinois.

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

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

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

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

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 31st day of October, 1966, by and between CATHY BROOKS, a/k/a CATHERINE BROOKS, hereinafter called "Wife" and EDWARD'S BROOKS, hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, the parties hereto are married to each other but unfortunate and irreconcilable differences have arisen between them, as a result of which the Wife has caused her suit for dissolution of marriage to be filed in the Circuit Court of Cook County, Illinois, Domestic Relations Division, there numbered 86 D 14145; and the Husband was personally served with summons and then filed his Counter-Petition for Dissolution of Marriage to which the Wife has filed her Response; and

WHEREAS, the parties hereto are now desirous of amicably settling and adjusting all rights of property, support and maintenance, attorneys' fees and all and every other such right growing out of the marital relationship or any other relationship now or previously existing between them insofar as they may, subject to the approval of the Court in the event that a Judgment for Dissolution of Marriage should be entered and without collusion as to the pending marital action, and without prejudice to the right of either party to prosecute or defend such action as they may see fit; and

WHEREAS, no children were born to this marriage; no children were adopted nor is the Wife now pregnant; and

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WHEREAS, the Wife has had the benefit of advice and counsel of her independently chosen attorney, GEMMA S. ALLEN of EYTON, MULLIN & BROWN, LEO., and the Husband has chosen to proceed unrepresented by counsel and has signed a written agreement to that effect, and each has had the terms and covenants of this Marital Settlement Agreement explained to them by their respective attorneys and each party hereto warrants their respective understanding of this Agreement, and each party acknowledges that he and she have been fully informed of and is conversant with the wealth, property, estate and income of the other;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter recited and other good and valuable consideration, the adequacy and sufficiency whereof each party hereto does hereby separately acknowledge, they do agree as follows:

I

RIGHT OF ACTION

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

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to produce and deliver to the court the following documents:
1. A copy of the original of the deed of gift, together with
all papers and documents in connection therewith, including
the original of the deed of gift, together with all papers and
documents in connection therewith.

2. A copy of the original of the deed of gift, together with
all papers and documents in connection therewith, including
the original of the deed of gift, together with all papers and
documents in connection therewith.

3. A copy of the original of the deed of gift, together with
all papers and documents in connection therewith, including
the original of the deed of gift, together with all papers and
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4. A copy of the original of the deed of gift, together with
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the original of the deed of gift, together with all papers and
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5. A copy of the original of the deed of gift, together with
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6. A copy of the original of the deed of gift, together with
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7. A copy of the original of the deed of gift, together with
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the original of the deed of gift, together with all papers and
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8. A copy of the original of the deed of gift, together with
all papers and documents in connection therewith, including
the original of the deed of gift, together with all papers and
documents in connection therewith.

9. A copy of the original of the deed of gift, together with
all papers and documents in connection therewith, including
the original of the deed of gift, together with all papers and
documents in connection therewith.

II

PROPERTY DISTRIBUTION

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

a. The marital residence situated at 44 Salem Lane in Skokie, Illinois. *see attachment*

b. All items of household goods and furnishings contained within said marital residence except those items which are listed on the attached schedule identified as Exhibit A.

c. All bank accounts, stocks, bonds or other securities now in the Wife's name, *including pension and profit sharing plan in her name. ERS*

d. All of the Wife's clothing and other personal effects.

e. A certain automobile, which the wife has purchased since the date of separation with non-marital funds.

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

a. A certain automobile identified as a van, 1985 Chevy Astro.

b. All bank accounts, stocks, bonds or other securities now in the Husband's name. *including pension and profit sharing plan in his name. ERS*

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

d. The personal property described on Exhibit A.

III

MAINTENANCE

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

IV

TAX CONSEQUENCES AND INDEMNITY

That the distribution of marital property between the parties constitutes an approximately equal division of said marital property jointly owned by the parties ordained co-owned in accordance with Sections 503(c) and 503(a) of the Illinois Marriage and Dissolution of Marriage Act and Section 1041 of the Internal Revenue Code. Therefore, the said division of property is a non-taxable transaction, not subject to gains or losses by either spouse.

V

MEDICAL COVERAGE FOR THE WIFE

It is understood that in the event of a Judgment for Dissolution of Marriage herein, the Wife's benefits under any existing medical policy carried by the Husband will be terminated. Therefore, the Husband will maintain his present hospital and medical insurance with the Wife as a party insured until entry of a Judgment for Dissolution of Marriage. From the date of said Judgment, the Wife shall

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Increased police and security forces in the city.

A number of witnesses reported that the

police were not in uniform.

They said

that the police were not in uniform.

and that they were not in uniform.

They said that the police were not in uniform.

and that they were not in uniform.

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They said that the police were not in uniform.

and that they were not in uniform.

They said that the police were not in uniform.

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be responsible, solely, for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the Husband will have no further obligation in such regard. The Husband will cooperate in any way possible to assist the Wife to qualify for such medical and hospital insurance coverage on her own, including the application by the Wife for a conversion of rights and interests in any presently existing medical policy carried by the Husband into a policy of her own (if such conversion is available to her), but such assistance shall not affect the Wife's sole responsibility for payment of the insurance premiums in connection therewith. The foregoing is all pursuant to Chapter 73 of the Illinois Insurance Code.

VI

TAX INDEMNITY

1. That ~~the Husband~~ ^{each} does and will hereafter hold the ~~Wife~~ ^{other} harmless from any and all liability which might exist to the Department of Revenue of the State of Illinois or the Internal Revenue Service as a result of any obligations now due and owing or which might in the future become due and owing as the result of nonpayment of withholding taxes, social security payments or any other liability imposed on owners, officers, directors and operators of any business entity whatsoever and further, ~~the Husband~~ ^{each} will hold the ~~Wife~~ ^{other} harmless from any and all liability now owing or which in the future might become owing for taxes, assessment, penalty and interest in favor of the Department of Revenue of the State of Illinois or the Internal Revenue Services as the result of any liability imposed deriving from the

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filing of joint income tax returns by the parties hereto for each and every year that the parties have been married to each other.

2. The parties have agreed for the year 1986 to split and divide equally the tax deductions arising from ownership of the formal marital home. *see attachment #2*

VII

HOLD HARMLESS PROVISIONS

That the Husband does and will hereafter hold the Wife harmless from any and all liability to any bank, lending institution, taxing body or body politic for any liability incurred by the parties individually and personally as officers, directors, shareholders or owners of any business, partnership or corporation.

VIII

NON-WAIVER OF AGREEMENT

1. Provisions Unmandable by Future Court Action. The parties hereto agree that the content of this agreement and all of the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the content of this agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any court to alter or amend the terms thereof. Nothing herein shall, however, be construed to deprive the Courts of the State of Illinois of their inherent power to henceforth set appropriate orders of support and custody of the minor child of the parties upon a proper showing of material changes of circumstances.

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

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

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IX

MISCELLANEOUS

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

2. Except as otherwise provided in this Agreement, each of the parties hereto 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 in said property all choses in action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

3. Each of the parties hereto agrees that he or she will, upon demand of the other, his or her heirs, executors or administrators, at any time hereafter execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property (real or personal) belonging to the other, the intention being that a complete adjustment of the property rights of the parties hereto.

4. Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have, as Husband, Wife, widow, widower or otherwise, by reason of the marital relationship now existing between the parties under any present or future law of any state or of the United States of America or of any

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country, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party; and each of the parties hereto further covenants and agrees, for himself and herself, and his or her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of either of the rights, titles or interests specifically waived by virtue of the terms of this Judgment for Dissolution of Marriage.

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

Cathy Brooks
CATHY BROOKS, w/k/a CATHERINE
BROOKS

Edward Brooks
EDWARD BROOKS

Garra B. Allen
EPSON, MULLIN & DRURY, LTD.
140 South Dearborn Street
Chicago, Illinois 60603
(312) 984-1000

File No. 86-7670
CSA/xyz

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PERSONAL PROPERTY

1. Various tools.
2. A certain Sordish.

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EXHIBIT "A"

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Agreement, 1, a.

On the effective date of this agreement Edward agrees to quitclaim to Cathy all of his right title and interest in and to the property located at 44 Salem Lane, Chicago, Illinois. Cathy agrees to pay the balance remaining unpaid under the terms of the purchase mortgage and to pay the real estate taxes and all other taxes and expenses against said property. Cathy agrees to indemnify and render harmless Edward, his heirs, executors, personal representatives and assigns of and from any and all liabilities resulting from the purchase mortgage and the taxes.

EKB
CDB

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Substitute under VI ²

The parties agree to file joint federal and state income tax returns for 1986.

Proceeds from these returns will be divided proportionate to their individual earned deductions and taxes withheld. Wife's proceeds shall not be less than if she had filed separately.

EB
LVB

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On motion of attorney for Petitioner, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED and this Court by virtue of the power provided, DOETH ORDER, ADJUDGE AND DECREE that the bonds of matrimony heretofore existing between CATHE BROOKS and EDWARD BROOKS be and the same are hereby dissolved and the same are dissolved accordingly.

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

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

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this Court shall and it does reserve jurisdiction of the subject matter and of the parties hereto for the purpose of enforcing the terms of the Judgment for Dissolution of Marriage and of the Agreement incorporated.

IT IS FURTHER ORDERED that the Petitioner may resume her prior married name, to wit: ADLER.

ENTER:

JUDGE

Roger A. Rubin
EPTON, MULLIN & DRUTH, LTD.
140 South Dearborn Street
Chicago, Illinois 60603
(312) 984-1000

File No. 86-7070
Firm I.D. No. 90266
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STATE OF ILLINOIS,
COUNTY OF COOK

ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

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

in a certain cause lately pending in said Court, between

CATHY BROOKS

plaintiff/petitioner

and EDWARD BROOKS

defendant/respondent.

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

the seal of said Court, in said County, this 4th

day of

MAY

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Morgan M. Finley Clerk

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Lenord Malinin
33 N Dearborn #2400
Ch, Ill, 60602