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A F F I D A V I T

The undersigned, being first duly sworn, states on oath the following:

That affiant has received child support payments as required by divorce decree from William Kulm, and that pursuant to court decree, payments are no longer required.

Affiant further states not.

Eleanora A. Kulm
Affiant

Subscribed and sworn before me
this 12th day of April, 1993.

Robert G. Lake

Notary Public

"OFFICIAL SEAL"
ROBERT G. LAKE
Notary Public, State of Illinois
My Commission Expires 1/30/98

Form #20

3785396

Certificate No. 1226530 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1226530 indicated affecting the following described premises, to-wit:

LOT ELEVEN (11) IN BLOCK THREE (3), IN NEW ENGLAND VILLAGE UNIT TWO, A SUBDIVISION OF PART OF THE FRACTIONAL SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 7, 1977 AS DOCUMENT NUMBER 2930493, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 07-15-303-048

[illegible] 3 [illegible], [illegible], IL

Section [illegible] Township [illegible] North, Range [illegible] East of the Third Principal Meridian, Cook County, Illinois.

X _____

CHICAGO, ILLINOIS 4/2 19 79.

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STATE OF ILLINOIS }
COUNTY OF C O O K } SS

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

IN RE: THE MARRIAGE OF

ELEANORA KULM,

Petitioner,

and

WILLIAM KULM,

Respondent

W. N.

NO. 83 D 17837

17837

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petitioner's Verified Petition for Dissolution of Marriage and the Respondent, WILLIAM KULM, having filed his appearance by and through his attorney, MICHAEL M. ROTMAN, and having had the full benefit of counsel and the Petitioner having appeared a thorough and proper person and by PAUL W. CASBARIAN, her attorney, this matter being heard as a default, and the Court having heard the testimony for the Petitioner in open Court and the parties having entered into a written Settlement Agreement and the Court having jurisdiction of the parties and the subject matter and having been fully informed and advised in the premises, a certificate of evidence having been filed herein, this Court finds:

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

2. That the Petitioner is now and has been for more than ninety (90) days continuously and immediately preceding the filing of such Petition for Dissolution of Marriage an actual resident and domiciliary in the County of Cook and State of Illinois;

Judgment file 5/4

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3. That the parties were married July 8, 1967, in Chicago, Illinois.

4. That as a result of the marriage there were two minor children born of the parties, namely, DAVID WILLIAM KULM, born April 9, 1968; STEVEN WILLIAM KULM, born January 17, 1970, and that there were no other children born to or adopted by the parties, and the Petitioner is not now pregnant.

5. That the Respondent has been and is guilty of the act of extreme, and repeated mental cruelty toward your Petition as alleged in the Petitioner's Petition for Dissolution of Marriage without fault or provocation on the part of the Petitioner.

6. That any and all rights of custody, child support, maintenance, and other property rights have been settled by and between the parties by an written agreement which is incorporated herein and is made a part hereof, and marked Exhibit A.

7. That the Petitioner has established by competent, material, and relevant proof all of the allegations and charges contained in her Petiton for Dissolution of Marriage and the equities of this cause are with the Petitioner.

IT IS, THEREFORE, ORDERED AND ADJUDGED that this Court by virtue of the power and authority herein vested and the statutes in which such cases are made and provided, orders and adjudges as follows:

A. That the bonds of matrimony existing between the Petitioner, ELEANORA KULM, and the Respondent, WILLIAM KULM, be and the same are hereby dissolved accordingly and each of them is free from the obligations thereof.

B. That the Court finds that the Petitioner, ELEANORA KULM, is a fit and proper person to have the care, custody, control, and education of the parties' minor children, DAVID WILLIAM KULM and STEVEN WILLIAM KULM, during their minority subject to the reasonable visitation rights of the Respondent, WILLIAM KULM, as set forth in Exhibit A.

C. That the Petitioner shall pay to the Respondent as and for unallocated family support a sum equal to that which is set forth in Exhibit A.

D. That the Agreement between the Petitioner and the Respondent dated November 8, 1983, and hereinafter set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders 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 hereto shall perform under the terms of said agreement.

E. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of the Judgment.

F. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all the terms of the Settlement Agreement made in writing between the parties hereto dated November 8, 1983, as hereinable set forth.

G. That except as otherwise provided herein, each of the parties hereto shall forever relinquish, release, waive, and quit claim to the other party hereto, all rights of 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 relations now existing between the parties hereto under any present or future law of this state of the United States of America, or any other 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 or assigns for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph.

SIGNED:

DATED: _____

PAUL W. CASWARIAN, #22690
1699 East Woodfield Road, Suite 801
Schaumburg, Illinois 60195
(312) 843-0095

84050

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-7-89

Aurelia Pucinski

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

93 D 17937

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into at Schaumburg, Illinois, this 8th day of November, 1983, by and between ELEANORA A. KULM, hereinafter referred to as ELEANORA, and WILLIAM E. KULM, hereinafter referred to as WILLIAM.

WHEREAS, the parties are now husband and wife having been married July 8, 1967, at Chicago, Illinois; and

WHEREAS, the parties have two (2) minor children born of the marriage namely: DAVID WILLIAM KULM, born April 9, 1968, and STEVEN WILLIAM KULM, born January 27, 1970, and that there were no other children born to or adopted by the parties; and ANN is not now pregnant; and

WHEREAS, the parties resided together from the time of their marriage until on or about October 8, 1983, and since that date have ceased to cohabitate; and

WHEREAS, the wife has filed against her husband an action for the Dissolution of Marriage in the Circuit Court of Cook County, County Department, Domestic Relations Division under Docket No. 83 D 17937 entitled, "In Re: The Marriage of ELEANORA A. KULM, Petitioner, and WILLIAM E. KULM, Respondent", and the case remains pending; and

WHEREAS, the parties hereto consider to their best interest to settle between themselves the question of maintenance and to fully settle rights of child custody and support, settle the property rights of the property of the parties and other rights arising out of the marital relationship now or previously existing between them, and to settle any and all rights of every kind, nature and description which each of them now has or may hereafter have or claim to have against the other or in or to any property of the other, whether real or personal, now owned or which may hereafter be acquired by either of them, or any rights or claims in or through the estate of the other; and

WHEREAS, each party has the right to full advice, investigation, and recommendation with reference to the subject matter of this Agreement; the Petitioner being represented by PAUL W. CASBARIAN, her attorney, and the Respondent having conferred with MICHAEL H. ROTMAN, his attorney. The parties acknowledge that each has been fully informed of the wealth, property and estate and income of the other. Each party also acknowledges that he or she is conversant with all of the wealth, property, estate and income of the other and each has been fully informed of his or her respective rights in the premises;

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

PET Ex 1
For I.D.

1. Custody and visitation and support of the parties' minor children shall be as follows:

A. ELEANORA shall have the sole, care, custody, control and education of the parties' minor children during their minority, subject to reasonable visitation rights of WILLIAM.

B. WILLIAM shall pay to ELEANORA as and for support of the parties' minor children a sum equal to $70.00 per week payable to ELEANORA within five (5) days of his regular pay day.

C. WILLIAM shall maintain accident and health insurance on the parties' minor children. It is understood that if ELEANORA has insurance through her employer, she shall maintain accident and health insurance on the parties' minor children during the children's minority as well, so long as such is provided by ELEANORA'S employer. It is understood that WILLIAM shall be liable for any and all extraordinary medical expenses of the children during their minority including vision aids, hearing aids, and orthodontic work, should any be necessary, and be prescribed by a qualified physician or dentist over the amount of $50.00.

D. Any insurance currently in force upon the life of WILLIAM shall be maintained, naming the parties' minor children as beneficiaries thereof, and WILLIAM shall show proof thereof within ninety (90) days hereof.

E. WILLIAM and ELEANORA shall to the extent that they are financially able, shall pay for the college education of the parties' minor children should the children desire to attend college.

F. WILLIAM shall be allowed to carry as an exemption for income tax purposes the parties' youngest child, and ELEANORA shall be allowed to carry as an exemption for income tax purposes the parties' oldest child.

2. WILLIAM hereby waives and releases any and all right or claim to maintenance from ELEANORA whether past, present or future. and ELEANORA hereby waives and release any and all right or claim to maintenance from WILLIAM whether past, present or future.

3. It is agreed that each party should keep the personal property which is in his or her possession at the time of the signing of this agreement. Each party specifically waives and releases any right, title or interest to the personal property in possession of the other, and each party shall sign any documents necessary to transfer title of said property to the other, within 90 days hereof.

4. Each party shall be responsible for any automobile loan which may be outstanding on the vehicle which he or she takes as sole owner. All other debts of the parties shall be divided equally between the parties. WILLIAM shall indemnify and hold ELEANORA harmless for any loss, cost, action or damage by reason of the debts for which he takes responsibility. ELEANORA shall indemnify and hold WILLIAM harmless for any loss, cost, action or damage by reason of the debts for which she takes responsibility.

5. The parties are the owners of a certain property commonly known as 3 Boxwood Court located in the Village of Streamwood, County of Cook and State of Illinois. It is agreed between the parties that ELEANORA shall have sole custody and possession of said marital residence until the youngest child reaches the age of eighteen (18) or until ELEANORA remarries, at which time, the property shall be placed on the market and sold as soon as it is practicable. The net proceeds of the sale shall then be divided equally after first giving ELEANORA a credit for any and all principal of payments upon the mortgage which she shall make. It is further agreed that ELEANOR shall make the mortgage payments, so long as she is in possession of the house. It is further understood and agreed that as each party has a substantial interest in the property that any major repairs or maintenance of the house shall be borne by each of the parties on an equal basis. No major repairs shall be made to the marital residence with the exception of emergency repairs, without first consulting the other party. Any minor repairs (defined as being under $100.00 shall be the responsibility of ELEANORA.

6. WILLIAM agrees to pay his attorney a reasonable fee in connection with services rendered in this matter, and ELEANORA agrees to pay her attorney a reasonable fee in connection with services rendered in this matter, and neither party shall be responsible for the attorney's fees of the other to the date of the Judgment for Dissolution of Marriage.

7. That except as provided herein, each of the parties does forever release and quit claim to the other all rights and claims which he or she now has or may hereafter have as husband and wife, widow, widower, or otherwise by reason of the marital relations now existing between the parties under any present or future law of any state of the United States of America, or any other country, in or to or against the property of the other, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto forever covenants and agrees, and binds herself and himself, or her or his heirs, executors, administrators, or assigns for the purpose of enforcing any of the rights specified or relinquished under this agreement.

8. That the foregoing agreement constitutes the total agreement between the parties.

9. That the agreement shall be submitted to the Court for approval, and if approved, shall be made a part of the Judgment for Dissolution of Marriage between the parties and shall be in effect and binding only if the Judgment for Dissolution of Marriage is rendered in said pending matter.

Eleanora N. Kulm

William E. Kulm

PAUL W. CASBARIAN #22690
Attorney for Petitioner
1699 E. Woodfield Road
Suite 601
Schaumburg, IL 60195
(312) 843-0080

TORRENS

3786386

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3786386

3786386

IDENTIFIED
NO.

Registrar of Torrens Titles
CAROL MOSELEY BRAUN
Liberty

LIBERTY TITLE INS. CO.
903 N. ELM GROVE RD.
SCHAUMBURG, IL 60173
312 519-7733

17207

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-7-89

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