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RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

7-2-84

DOCUMENT NO.

1443912

Property of Cook County Clerk's Office

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CLERK OF COOK COUNTY

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS #90340
COUNTY DEPARTMENT-DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:)
CHERYL A. FERRIN,)
)
Petitioner,)
)
and)
)
RONALD B. FERRIN,)
)
Respondent.)

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pg 23

No. 87 D 20921

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the Petition for Dissolution of Marriage of Petitioner, Cheryl Ferrin, (hereinafter referred to as "Cheryl"), by Schiller, DuCanto and Fleck, her attorneys, and the response thereto and Counter Petition of Respondent, Ronald B. Ferrin (hereinafter referred to as "Ronald"), by Mandel, Lipton and Stevenson Limited, his attorneys, and the Court having heard testimony in open court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, and the Court having considered all of the evidence and now being fully advised in the premises:

BOTH FIND AS FOLLOWS:

A. The Court has jurisdiction of the parties and the subject matter for the purpose of determining the issues of dissolution of the marital relationship, child custody and support, spousal maintenance, property division, and payment of attorney fees.

B. That both parties have been domiciled and have resided in the State of Illinois for a period of at least ninety (90) days immediately preceding the entry of this Judgment.

*Slowly granted in June 1988 in 72nd anniversary of...
Should report right...*

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Certificate No. 1443912 Document No. 3851189

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1443912 Indicated affecting the
following described premises, to-wit:

LOT FOURTEEN (4)
Block Eight (U) in the Woodlawn Mansions, Illinois, being a Subdivision of the Southwest
Quarter (4) of Section 7, Township 38 North, Range 12, East of the Third Principal
Meridian, exempting therefrom the West 1317.4 feet of the North 714.2 feet of said Southwest
Quarter (4).

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Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

Craig R. Bonelli

CHICAGO, ILLINOIS 1/3 1990

C. That the parties were married on September 20, 1969, in Rock Island, Rock Island County, Illinois.

D. That four (4) children were born to the parties as a result of their marriage, namely Nicole, born September 16, 1972; Lisa, born December 30, 1973; Janel, born May 23, 1977; and Brittany, born December 31, 1984; and that Petitioner is not now pregnant.

E. That the Petitioner has proven the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and that a Judgment for Dissolution of Marriage should be entered herein.

F. The parties have entered into a Marital Settlement Agreement dated August 18, 1989, concerning the questions of maintenance, the respective rights of each party in and to the property, the debts of the parties, their respective obligations for attorneys fees incurred in the proceeding, and other matters, which agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily and ought to receive the approval of this Court, and it is in words and figures as follows: NOW, THEREFORE, on Motion of the attorneys for the Petitioner,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Petitioner, Cheryl A. Ferrin, and the Respondent, Ronald B. Ferrin, are hereby dissolved.

2. The Marital Settlement Agreement between the Petitioner and Respondent dated August 18, 1989, and hereinabove set

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forth in full, is made a part of this Judgment for Dissolution of Marriage and all 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 shall perform under the terms of said Agreement.

3. Each of the parties 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 this Judgment.

4. Payments for child support and maintenance may be made directly to the Petitioner and not through the Clerk of the Court.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties and dated August 18, 1989, as hereinabove set forth.

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 Dated: _____

Cheryl A. Ferrin

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
JUDGE

ENTERED

AUG 18 1989

JOHN R. RYAN

KATHLEEN ROSEBOROUGH
MANDEL, LEPTON AND STEVENSON LIMITED
33 North Dearborn Street, Suite 2400
Chicago, Illinois 60608
(312) 236-7080
Attorney No. 90340

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 12-27-89

Aurelia Puceniski

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

5/13/89

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 18th day of August, 1989, by and between CHERYL A. FERRIN (hereinafter referred to as the "Wife" or "Mother") and RONALD B. FERRIN (hereinafter referred to as the "Husband" or "Father").

W I T N E S S E T H:

A. The parties were lawfully married at Rock Island, Illinois, on September 20, 1969. Said marriage is registered in Rock Island County, Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties as a result of which the parties have separated and have lived separate and apart continuously for a period in excess of six (6) months.

C. Four (4) children were born as a result of the marriage, to-wit: Nicole, born September 16, 1972, who is presently 16 years of age; Lisa, born December 30, 1973, who is presently 15 years of age; Janel, born May 23, 1977, who is presently 12 years of age; and Brittany, born December 31, 1984, who is presently 4 years of age. No other children were born to or adopted by the parties and the Wife acknowledges that she is not pregnant.

D. Litigation between the parties, pursuant to the Illinois Marriage and Dissolution of Marriage Act, is pending and undetermined in the Circuit Court of Cook County, Illinois, under Case Number 87 D 20921 entitled "In Re The Marriage of Cheryl A. Ferrin, Petitioner and Counter-Respondent, and Ronald B. Ferrin, Respondent and Counter-Petitioner".

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E. Each party considers it to be in his or her best interest to settle, finally and forever, any and all rights which either of them now has or may hereafter claim to have against the other, without reservation of any kind, nature or description, including but not limited to, all issues which were or could have been raised by either party in said litigation, all rights which either party has or may claim to have against the other, whether resulting from the marriage or arising by virtue of any other relationship between or occurrence involving the parties or either of them, all rights or claims in and to any property of the other party, whether marital or non-marital, and whether now owned or hereafter acquired, and all rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of the counsel of ROBERT W. WILCHER of the law firm of SCHILLER, DU CANTO AND FLECK, LIMITED as her attorneys. The Husband has employed and had the benefit of the counsel of KATHLEEN ROSEBOROUGH of the law firm of MANDEL, LIPTON AND STEVENSON, LTD., as his attorneys. Each party has received the advice of counsel with respect to this Agreement.

G. The Husband has furnished the Wife with the parties' income tax returns for the three (3) most recent years which were filed and a detailed summary of the property in which he has an interest, consisting of 13 pages, which returns and summary have been reviewed by the Wife and her attorneys. The Wife in her own person and by her attorneys met with the Husband's accountants

and his business attorneys on several occasions and discussed all the assets and liabilities of the marital estate. In view of the documents, produced and the information obtained by the Wife and her attorneys in regard to the assets and liabilities of the marital estate, the Wife has instructed her attorney not to pursue further discovery in this matter.

Each party represents that he and she have disclosed to the other the identity of all of his and her assets, liabilities, income and expenses. Each party is satisfied with the truthfulness, extent of and the accuracy of the disclosures made by the other party. Each party further acknowledges that he or she is fully informed of his or her respective rights and obligations under Illinois law and pursuant to the terms and provisions of this Agreement. Accordingly, each party represents and warrants that:

i. He and she has carefully reviewed the terms and provisions of this Agreement and has a full and complete understanding of the legal consequences thereof;

ii. He and she has entered into this Agreement freely and voluntarily, without imposition of force, duress, coercion and/or undue influence from any source; and

iii. The terms and provisions of this Agreement are fair and equitable to each of the parties and neither of them will seek to set aside or modify this Agreement, except in accordance with Paragraph 12.4(D).

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and

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valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision hereinafter set forth in this Marital Settlement Agreement.

ARTICLE I

STATEMENT OF INTENTION

1.1 Integrity of Marriage. This Agreement is not intended to undermine the integrity of marriage or the family relationship.

1.2 Amicable Settlement of Disputes. By this Agreement, the parties intend to effect an amicable resolution of their disputes, to mitigate the potential harm to the spouses caused by dissolution of marriage, and to make reasonable provision for the parties and their children after dissolution of marriage.

1.3 Reservation of Rights. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

PARENTING OF THE CHILDREN

2.1 Joint Custody. Each party is a fit and proper person to have legal custody of the minor children, Nicole, Lisa, Janel and Brittany. Based on the fitness of both parents and the extent of the involvement of both parents with the children, which is possible due to the close proximity of the physical residences of the parties and the frequent and regular contact by each parent with the children, the parties agree that they shall

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jointly share custody of the minor children and that the children, Nicole, Lisa, Janel and Brittany, shall reside with the Mother on a daily basis, except for the times they reside with their Father, as set forth in subparagraph 2.2(E) hereof.

2.2 Provisions Regarding Custody. The parties' joint custody of Nicole, Lisa, Janel and Brittany shall be subject to the following terms and conditions:

A. Supervision. The Mother shall have the responsibility to provide care and supervision for the children, and she shall have primary authority to make decisions on issues concerning the children's day-to-day care, welfare and supervision when they are with her. The Father shall have the responsibility to provide care and supervision for the children, and he shall have primary authority to make decisions on issues concerning the children's day-to-day care, welfare and supervision when they are with him.

B. Joint Decisions. The parties shall jointly decide all major issues concerning the children's education, religious training and extraordinary health care.

C. Access to Children's Records. The parties shall have joint and equal rights of access to all of the children's records which are maintained by third parties, including but not limited to the children's educational and medical records.

D. Notice of School Events. The Mother shall advise the Father of the children's grades and progress in school

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and of all school meetings, functions and activities which are open to attendance by parents.

E. Father's Parenting Schedule. Except as otherwise agreed by the parties, the Father shall be with the children, as follows:

1. Weekends. On the first weekend of each month the children shall be with the Father from Friday after school until early Sunday morning; and the second and third weekends the children shall be with the Father from Saturday noon until Sunday morning;

2. On one evening per week on a weeknight (Monday through Thursday) from 5:30 p.m. until 10:00 p.m.;

3. On Father's Day and on the Husband's birthday each year;

4. On the following holidays and special events in even-numbered years commencing in 1990:

- a. Washington's Birthday;
- b. The children's Spring vacation;
- c. Memorial Day;
- d. Labor Day;
- e. Veteran's Day;
- f. First half of the children's Christmas/
Winter vacation;
- g. Nicole's birthday;
- h. Janel's birthday.

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5. On the following holidays in odd-numbered years commencing in 1989:

- a. Martin Luther King's Birthday;
- b. Independence Day;
- c. Columbus Day;
- d. Thanksgiving Day;
- e. Second half of the children's Christmas/Winter vacation (including New Year's Day);
- f. Lisa's birthday;
- g. Brittany's birthday.

6. For at least nine (9) consecutive days each summer.

F. Rescheduling Visitation. The parties shall use their best efforts to reschedule any of the children's time with their Father which must be cancelled as a result of illness or the Father's work schedule.

G. Vacation Travel. The parties shall be free to travel with the minor children for vacation purposes outside the territorial boundaries of the State of Illinois and the continental United States. In such event, the party travelling with the children shall advise the other in advance of the relevant dates, locations and telephone numbers of the children's accommodations during said vacation.

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H. Telephone Access. Each party shall have the right to contact the children by telephone while the children are in the other party's care.

I. Addresses and Telephone Numbers. Each party shall keep the other informed of his or her residence address, home telephone number, place of employment and work telephone number. In the event either party travels out-of-town for an extended period of time, said party shall provide the other with a telephone number where he or she may be reached in the event of an emergency.

J. Remarriage. In the event of remarriage, the party remarrying shall have an affirmative obligation to make known to his or her new spouse the terms and provisions of this Article, and to encourage the new spouse to comply with the intentions of the parties, as set forth herein.

K. Future Modification of Custody. It is agreed and understood by the parties that the custody provisions set forth herein may be modified in the event of either party residing outside the territorial boundaries of the State of Illinois. The children's wishes with regard to any request for modification will be seriously considered by the parties and the parties further agree that the children's wishes will be seriously considered by the mediator and a court of competent jurisdiction if the matter is filed in court.

L. Mediation of Disputes. In the event they are unable to reach agreement on any issue requiring a joint

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decision, the parties shall enter into mediation with Dr. Cahill, or successor mediator agreeable to the parties, in an effort to resolve their dispute without litigation. The parties shall refrain from litigating a disputed issue until after the submission of the issue(s) in question to mediation. The mediator's recommendations shall not be admissible in any court proceeding. The cost of mediation, if any, shall be shared equally by the parties.

M. Best Efforts and Cooperation. Each party shall use his or her best efforts to foster the children's love and affection for the other parent and to attempt to reach agreement on all questions concerning the children which require joint decisions by the parties. The parties shall cooperate in the implementation of the children's educational, religious and social activities so that the children may experience an environment which promotes healthy physical, emotional and social growth and development.

ARTICLE III

CHILD SUPPORT

3.1 Day-to-Day Support.

A. Husband's Obligation for Future Payments. The Husband shall pay the following sums to the Wife as and for the support of Nicole, Lisa, Janel and Brittany. Said payments shall commence on September 1, 1989, and shall continue on the first day of each month according to the

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following schedule until termination in accordance with this Agreement:

<u>Child</u>	<u>Interval Beginning</u>	<u>Interval Ending</u>	<u>Monthly Payment</u>
NICOLE	September 1, 1989 September 1, 1990	August 31, 1990 Emancipation	\$1,000.00 \$ 500.00
LISA	September 1, 1989 September 1, 1992	August 31, 1992 Emancipation	\$1,000.00 \$ 500.00
JANEL	September 1, 1989 September 1, 1994	August 31, 1994 Emancipation	\$1,000.00 \$ 500.00
BRITTANY	September 1, 1989 September 1, 1999 September 1, 2003	August 31, 1999 August 31, 2003 Emancipation	\$1,000.00 \$2,000.00 \$ 500.00

B. Respective Obligations. The Wife acknowledges that she is receiving substantial amounts of maintenance from which she will also be able to provide for all of the living expenses of herself and contribute to the support of her children. Therefore, except as otherwise provided to the contrary in this Article III, the Wife shall be solely responsible for the day-to-day support and expenses of Nicole, Lisa, Janel and Brittany.

C. Emancipation. For purposes of this Agreement, a child shall be deemed to be emancipated upon the occurrence of the first of the following events:

1. The child's death.
2. The child's completion of her college or post-high school education, whichever later occurs.
3. The child's discontinuance of said educational pursuit. For purposes of this Agreement, the child

shall be conclusively deemed to have discontinued her educational pursuit when she is not enrolled for a period of eighteen (18) consecutive months as a full-time student in good academic standing in a course of study which leads to a college or university undergraduate degree or to vocational certification.

4. The child's attaining the age of twenty-three (23) years.

5. The child's marriage.

3.2 Children's Medical and Dental Expenses.

A. Respective Obligations. The Husband shall pay all ordinary and extraordinary medical expenses, orthodontia and family counseling expenses incurred on behalf of Nicole, Lisa, Janel and Brittany. All dental expenses (excluding orthodontia) incurred on behalf of Nicole, Lisa, Janel and Brittany shall be paid by the Wife.

B. Duration of Obligations. The parties' respective obligations under this paragraph 3.2 shall commence upon the effective date of this Agreement and shall continue, as to the child in question, until her emancipation as hereinabove defined.

C. Payment of Obligations. For all expenses not paid directly to the provider by the insurance company, the Wife shall submit the completed claim forms, bills and requests for reimbursement to the Husband not more frequently than every three (3) months.

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D. Advance Notification. Each party shall notify the other prior to incurring any extraordinary medical or dental expenses on behalf of a child, provided that advance notification shall not be required in cases of emergency in which delay may imperil the health or safety of the child in question. In cases of such emergency, the other party shall be notified as soon as possible.

E. Resolution of Disputes. Except in cases of emergency, each party may obtain a second opinion, at his or her own expense, as to the medical or dental needs of a child. In the event the parties are unable to agree upon the extent of their respective obligations under this paragraph 3.2, upon the appropriate classification of a medical or dental expense incurred on behalf of a child, or upon the medical or dental needs of a child, whether prior or subsequent to incurring an expense, said issue shall be submitted to mediation in accordance with subparagraph 2.2L hereof.

F. Health Insurance. The Husband shall maintain health, hospitalization and major medical insurance coverage, for the benefit of each child until the child is emancipated as defined in this Agreement. The Wife shall complete the forms and the Husband shall submit to the insurance carrier for payment any and all insured medical and hospital expenses of each child and he shall tender any reimbursement received by him to the Wife, if and to the

extent that she has theretofore paid all or any portion of said reimbursed expense. The Husband shall provide the Wife with an insurance identification card for the benefit of Nicole, Lisa, Janel and Brittany.

3.3 Life Insurance for the Children.

A. Required Amount. The Husband shall secure and maintain insurance on his life having unencumbered death benefits in the amount of Four Hundred Thousand Dollars (\$400,000.00) for the benefit of the children of the parties.

B. Beneficiary Designation. On or before the effective date of this Agreement, the Husband shall execute and deliver all documents necessary to establish and fund, with the foregoing insurance proceeds, a life insurance trust which is irrevocable for the duration of Husband's obligation pursuant to this Article. The trustee shall be designated as the irrevocable beneficiary of the foregoing life insurance, not individually, but solely for the benefit of Nicole, Lisa, Janel and Brittany for the duration of the Husband's obligations pursuant to this Article. The Trust Agreement shall provide that the Trustee shall pay all those amounts required to be paid by the Husband for the benefit of the children, pursuant to this Article III. The Trust Agreement establishing the Trust is attached hereto as Exhibit A.

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C. Duration of Obligations. The policies of insurance and the beneficiary designation required hereby shall be maintained by the Husband at his cost until the emancipation of each child, as defined herein, at which time the Husband may, at his election, reduce the foregoing death benefits by an amount equal to Seventy-five Thousand Dollars (\$75,000.00) for each emancipated child. Upon the occurrence of termination events as to all children of the parties, the Husband's obligations under this paragraph 3.3 shall forever cease and terminate.

D. Method of Effecting Reduction. The Husband may, at his election, effect said reduction by converting existing policies to one of lesser face value, by borrowing against the cash surrender value of said policies, by designating new beneficiaries of said policies or by substituting new or existing policies for those currently in effect, provided that the Husband shall give prior written notice thereof to the Wife specifying the insurer, the policy number and the amount of unencumbered death benefits under all insurance policies designated to satisfy his obligations under this paragraph 3.3.

E. Future Borrowings. The Husband represents and warrants that the foregoing death benefits are and shall be in excess of any and all policy loans. Henceforth, and except as otherwise herein provided to the contrary, the Husband shall refrain from borrowing against or encumbering

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said death benefits to the extent that the borrowing or encumbrance would reduce said death benefits below the sum required by this paragraph 3.3 and the various subparagraphs hereof.

F. Proof of Coverage and Premium Payments. Within fourteen (14) days after the due date thereof, the Husband shall furnish the Wife with proof of his payment of all policy premiums and accrued interest on all policy loans. From time to time upon request by the Wife, the Husband shall furnish the Wife with proof of the continued existence of the insurance coverage and beneficiary designation required by this paragraph 3.3.

3.4 Children's Educational Expenses.

A. Husband's Obligations. The Husband shall pay the reasonable college undergraduate educational expenses of Nicole, Lisa, Janel and Brittany.

B. Educational Expenses Defined. For purposes of this paragraph 3.4, the term "college undergraduate educational expenses" shall be defined as all reasonable charges incurred for: tuition; room (or alternative housing) and board; fees, assessments and other charges customarily levied by the educational institution in question; books and supplies; sorority dues; a reasonable amount for clothing and reasonable spending money allowances; and reasonable transportation expenses between the school attended and the child's residence not to exceed four (4) round-trips per school year.

C. Duration of Obligation. Except as otherwise herein provided to the contrary, the Husband's obligation under this paragraph 3.4 shall commence, as to each child, upon said child's high school graduation and shall continue until the first to occur of the following:

1. The child's receiving a four (4) year undergraduate degree.

2. The child's discontinuance of said educational pursuit. For purposes of this Agreement, the child shall be conclusively deemed to have discontinued her educational pursuit when she is not enrolled as a full-time student in good academic standing in a course of study which leads to a college or university undergraduate degree or to vocational certification.

3. The child's attaining the age of twenty-three (23).

4. The child's marriage.

D. Joint Decisions. All decisions affecting a child's education, including the choice of college, university or vocational school, shall be made jointly by the parties and shall consider the expressed preferences of the child. Neither party shall unreasonably withhold his or her approval of the child's expressed preference. In the event the parties are unable to agree upon any issue related to a child's education, said issue shall be submitted to mediation in accordance with subparagraph 2.2L hereof.

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E. Conditions Precedent. The Husband's obligations as set forth in this paragraph 3.4 are expressly conditioned upon fulfillment of each of the following conditions precedent:

1. That the child has the desire and scholastic aptitude for a college, university or vocational school education at the time in question; and

2. That the child's enrollment is limited to five (5) academic years commencing upon graduation from high school, except that the time of commencement and/or the duration of enrollment may be extended in the event enrollment is precluded or limited by serious illness or for other good cause.

3.5 Dependency Exemptions. For purposes of federal and state income taxation, the Wife shall be solely entitled to claim the dependency exemptions for Janel and Brittany commencing in 1989 and continuing in all future years. The Husband shall be solely entitled to claim the dependency exemption for Nicole and Lisa commencing in 1989 and continuing in all future years. If the Wife remarries, the Husband shall be entitled to the dependency exemptions for Janel and Brittany from the year of Wife's remarriage and continuing in all future years. The Wife will execute all forms necessary to permit Husband to claim the dependency exemptions in accordance with this Agreement.

3.6 Automobile Insurance. The Husband shall pay all premiums required to maintain collision, liability and comprehensive automobile insurance for all cars titled in his name.

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3.7 Summer Camp Expenses. The Husband shall pay for those reasonable summer camp expenses for the children in keeping with prior custom.

ARTICLE IV

INSURANCE FOR THE WIFE

4.1 Health Insurance Continuation Policy. The Husband shall fully cooperate in assisting the Wife to obtain a continuation of the existing health, hospitalization and major medical insurance on her behalf pursuant to the applicable provisions of federal and state law. The Wife shall be solely responsible for all premiums or other costs incurred in connection with her health insurance and her health care from the effective date of this Agreement.

ARTICLE V

NON-MODIFIABLE MAINTENANCE

5.1 Amounts of Payments. The Husband shall pay to the Wife, as and for her maintenance, the sum of Ten Thousand Dollars (\$10,000.00) within three (3) days after the entry of a Judgment for Dissolution of Marriage, and the following additional sums are to be paid on the first day of each calendar month, as provided in accordance with this Agreement:

<u>Interval Beginning</u>	<u>Interval Ending</u>	<u>Monthly Payment</u>
September 1, 1989	April 30, 1995 (or earlier in accordance with paragraph 5.2)	\$4,000.00
May 1, 1995	Terminated in accordance with this Agreement	\$2,000.00

5.2 Termination of Payments.

A. Notwithstanding any provision hereof to the contrary, the Husband's obligations to pay and the Wife's right to receive maintenance payments shall terminate upon the first to occur of the following events:

1. The death of the Wife.
2. The Wife's remarriage.
3. The cohabitation of the Wife on a resident, continuing conjugal basis.
4. The tenth (10th) anniversary of the Judgment for Dissolution of Marriage between the parties.

The occurrence of the first of the foregoing events shall forever terminate the Husband's obligations to pay and the Wife's right to receive maintenance payments coming due thereafter.

B. Annulment. If payments to the Wife are terminated at anytime because of her remarriage and that remarriage is annulled, the annulment does not in any way reinstate any maintenance obligation.

5.3 Additional Maintenance Payments. In addition to the payments provided in the preceding paragraphs, the Husband shall also pay as additional maintenance to the Wife the monthly installment of principal and interest required by the note which is secured by the first mortgage on the Wife's home, as described more fully in Article VII, paragraph 7.4. These sums are deemed by the parties to be deductible from the gross income of Husband

and includible in the gross income of the Wife as further provided in paragraphs 5.5 and 5.6.

5.4 Non-Modifiability. In accordance with the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the parties acknowledge and stipulate that the terms and provisions of this Article shall not be subject to modification in amount or duration for any reason whatsoever.

5.5 Tax Consequences.

A. In accordance with Section 71(b)(1)(B) of the Internal Revenue Code of 1986, as amended, the parties hereby designate the maintenance payments described in paragraph 5.1 of this Article V to be non-taxable to the Wife and non-deductible to the Husband during calendar years 1989 and 1990.

B. Except as provided in the preceding paragraph 5.5.A., all sums paid by the Husband to the Wife pursuant to this Article and paragraph 7.4 of Article VII are mutually acknowledged to be paid incident to the Judgment for Dissolution of Marriage and in discharge of the Husband's legal obligation to support the Wife. Said sums shall be includible in the gross income of the Wife and deductible from the gross income of the Husband for purposes of federal and state income taxation, within the meaning and intendment of Sections 71 and 215 of the United States Internal Revenue Code of 1986, as amended, or of any identical or comparable provision of a federal or state revenue code hereinafter enacted or modified.

5.6 Failure of Intentions. Except as otherwise provided in subparagraph 5.5(A), in the event that all or any portion of the

payments required by this Article are finally determined not to be includible in the Wife's gross income and/or deductible from the Husband's gross income in the determination of their respective income tax liabilities, whether by determination of the Internal Revenue Service on audit, by amendment or repeal of existing revenue statutes, by case law, or otherwise, then the payments required by this Article, except as otherwise provided in subparagraph 5.5(A), shall be adjusted by an amount to be determined by agreement of the parties so as to carry out the intention of the parties with respect to after-tax dollars paid and received. In the event the parties are unable to agree as to the amount of said adjustment, as to the manner of effecting said adjustment, or as to any other aspect thereof, said issue may be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

5.7 Mutual Waiver and Bar. Except as otherwise herein provided, each party hereby waives, remises and releases any and all claims against the other for maintenance, alimony and/or spousal support, whether past, present or future. This Agreement, when effective and except as otherwise herein provided, shall terminate and bar each party's rights to receive maintenance, alimony and/or spousal support from the other, whether past, present or future.

ARTICLE VI

LIFE INSURANCE TO SECURE MAINTENANCE

6.1 Required Amount. In order to secure all his obligations for all maintenance under this Agreement in the event of

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his death, the Husband shall obtain and maintain insurance on his life having unencumbered death benefits in the following amounts payable to a Trustee, described hereafter, who shall make the payments due the Wife for her support pursuant to Article V and pursuant to paragraph 7.4 of this Agreement:

<u>Period</u>	<u>Required Insurance</u>
September 1, 1989-August 30, 1990	\$285,000
September 1, 1990-August 30, 1991	\$260,000
September 1, 1991-August 30, 1992	\$230,000
September 1, 1992-August 30, 1993	\$200,000
September 1, 1993-August 30, 1994	\$170,000
September 1, 1994-August 30, 1995	\$135,000
September 1, 1995-August 30, 1996	\$ 95,000
September 1, 1996-August 30, 1997	\$ 80,000
September 1, 1997-August 30, 1998	\$ 60,000
September 1, 1998-December 31, 1998	\$ 40,000
Thereafter	\$ -0-

6.2 Beneficiary Designation. On or before the effective date of this Agreement, the Husband shall execute and deliver all documents necessary to establish and fund, with the foregoing insurance proceeds, a life insurance trust which is irrevocable for the duration of Husband's obligation pursuant to this Article. The Trustee shall be designated as the sole and exclusive irrevocable beneficiary of the foregoing life insurance, not individually, but solely for the benefit of the Wife to the extent of and only for the duration of the Husband's obligations to the Wife pursuant to Article V and pursuant to paragraph 7.4 of this Agreement until the first to occur of any termination event thereunder. The Trust Agreement shall provide that the Trustee shall pay all those amounts required to be paid by the Husband for the benefit of the Wife, pursuant to Article V and paragraph 7.4 of this Agreement. The Trust Agreement establishing the Trust is attached hereto as Exhibit B.

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6.3 Duration of Obligation. Said insurance and the beneficiary designation required hereby shall be maintained by the Husband at his cost until the termination of the Husband's obligation to pay and the Wife's right to receive maintenance, as determined in accordance with Article V and paragraph 7.4 hereof. Upon the occurrence of such termination, the Husband's obligations and those of the Trust under this Article shall forever cease and terminate.

6.4 Future Borrowings. The Husband represents and warrants that the required death benefits are and shall be in excess of any and all policy loans. Henceforth, the Husband shall refrain from borrowing against or encumbering said death benefits to the extent that the borrowing or encumbrance would reduce said death benefits below the sums required by this Article.

6.5 Proof of Coverage and Premium Payments. Within fourteen (14) days after the due date hereof, the Husband shall furnish the Wife with proof of his payment of all policy premiums and accrued interest on all policy loans. From time to time upon request by the Wife, the Husband shall furnish the Wife with proof of the continued existence of the insurance coverage and beneficiary designation required by this Article VI.

ARTICLE VII

REAL ESTATE

Minedale Residence

7.1 Description, Ownership. The Wife is presently the sole owner of improved real estate commonly known as 722 Cleveland,

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Hinsdale, Illinois, (hereinafter, the "residence") the legal description of which is set forth in Exhibit C, attached hereto and made a part of this Agreement.

7.2 Conveyance. The Husband has conveyed to the Wife, by quit claim deed, all of his right, title and interest in and to said residence. *deed registered on 12/14/88 as doc. # 3760443*

7.3 Condition of Title. The Husband represents and warrants that:

A. He has no knowledge of any liens, encumbrances, or clouds against title to said residence other than a first mortgage lien which secures a note having an unpaid principal balance of Two Hundred Fifty Thousand Dollars (\$250,000.00), and real property taxes for 1988 (which shall be paid by the Husband) and subsequent years.

B. Said note and first mortgage require three hundred sixty (360) equal monthly installments *approximately* of \$2,100, with no adjustment of interest rates and/or balloon payments of principal.

C. All monthly installments of principal and interest, and all semi-annual installments of real estate taxes are current as of the effective date of this Agreement.

In the event of the Husband's breach of any of the foregoing representations and warranties, he shall indemnify the Wife and hold her harmless with respect thereto, including her reasonable attorneys' fees.

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7.4 Mortgage. Commencing upon the effective date of this Agreement and continuing on the first day of each month thereafter, the Husband shall pay to the Wife, an amount equal to the monthly payments of principal and interest due in connection with the note secured by the first mortgage lien against said residence, described more fully in subparagraphs 7.3(A) and (B) hereof. Husband's obligation to make these payments shall cease upon the first to occur of the following:

1. The Wife's death.
2. The Wife's remarriage.
3. The cohabitation of the Wife on a resident, continuing conjugal basis.
4. The sale, transfer, assignment or any conveyance whatsoever, whether voluntary or involuntary, of said residence, exclusive of the Wife's transfer or conveyance of title into trust for her sole benefit.

7.5 All Other Obligations. In all other respects, and except as otherwise set forth in paragraph 7.4 hereof, the Wife shall pay and defray and be solely responsible for all other costs and expenses incurred in connection with the ownership, including but not limited to 1989 real estate taxes due in 1990, homeowner's insurance and all maintenance of and capital repairs for said residence, and she shall indemnify the Husband and hold him harmless with respect thereto.

7.6 Income Tax Deductions. The Wife shall be solely entitled to claim the income tax deductions for interest payments on the existing mortgage paid by her during 1989 and future years and the installments of real estate taxes paid by her during 1990 and future years.

7.7 Mutual Intent. The parties hereby acknowledge their mutual understanding and belief that the Husband's conveyance to the Wife of his interest in the residence is a transfer of marital property from one spouse to another in acknowledgment of their respective contributions to the accumulated marital estate, and that same is a division of their common ownership of marital property. Accordingly, it is the parties' mutual intention and belief that said conveyance is not a taxable event to the Husband.

Hinsdale Condominium

7.8 Description, Ownership. The Husband is presently the sole owner of improved real estate commonly known as 1145 Indian Trail, Hinsdale, Illinois (hereinafter, the "condominium"), the legal description of which is set forth in Exhibit D, attached hereto and made a part of this Agreement.

7.9 Waiver of Interest. The Wife hereby waives, remises and releases any and all interest she may have in and to said condominium. The Wife shall execute such documents as shall be deemed necessary to assure the Husband's sole and exclusive ownership of said condominium.

7.10 Future Obligations. Commencing upon the effective date of this Agreement, the Husband shall pay and defray and be solely responsible for the mortgage, for real estate taxes, for condominium association assessments, for insurance premiums, and for any and all other costs and expenses incurred in connection with the ownership or maintenance of said condominium, and he shall indemnify the Wife and hold her harmless with respect thereto.

7.11 Income Tax Deductions. The Husband shall be solely entitled to claim the income tax deductions for interest payments on the existing mortgage and the installments of real estate taxes paid during 1989 and future years.

7.12 Mutual Intent. The parties hereby acknowledge their mutual understanding and belief that the Wife's waiver of any ownership interest in said condominium is a transfer of marital property from one spouse to another in acknowledgment of their respective contributions to the accumulated marital estate, and that said waiver is a division of their common ownership of marital property. Accordingly, it is the parties' mutual intention and belief that said waiver is not a taxable event to the Wife.

Former Residence

7.13 Taxation of Sales Proceeds. Each party shall report as income an amount equal to fifty percent (50%) of the gross proceeds of sale of their former residence commonly known as 510 Woodland Avenue, Hinsdale, Illinois, less:

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A. Fifty percent (50%) of the adjusted basis of said property; and

B. Fifty percent (50%) of such other deductions therefrom as shall be permitted by law.

Each party's obligation hereunder to report said income shall be subject to such deferrals for each party's replacement of the parties' joint principal residence as each may be allowed by law. To the extent of each party's respective liability under this paragraph, each shall indemnify the other and hold the other harmless with respect to any and all taxes, penalties, interest and/or other expenses which may be assessed against one party by virtue of the other party's failure to declare his or her respective share of the foregoing sales proceeds.

ARTICLE VIII

OTHER PROPERTY

8.1 Husband's Property. The Husband shall be the sole owner of the following property, free and clear of any and all claims thereto by the Wife, and the Husband indemnifies the Wife from all liabilities in connection with the following property:

A. All funds held on deposit in accounts in his name with banking, savings, and brokerage institutions and/or in mutual funds.

B. His interest in The Jorman Group, an Illinois corporation, and all assets and liabilities thereof.

C. The various partnership and corporate entities and all assets and liabilities thereof, in which he is a

partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, nature or description.

D. The furniture, furnishings and fixtures located in the real property commonly known as 1145 Indian Trail, Hinsdale, Illinois.

E. Except as otherwise herein provided, any and all other property in his possession or under his control.

8.2 Wife's Property. The Wife shall be the sole owner of the following property, free and clear of any and all claims thereto by the Husband, and the Wife indemnifies the Husband from all liabilities in connection with the following property:

A. All funds held on deposit in accounts in her name with banking, savings, and brokerage institutions and/or in mutual funds.

B. All real and personal property received from the estate of her deceased father, and all assets and liabilities thereof, including but not limited to the farm home, buildings, and vacant land.

C. The 1987 Buick station wagon which shall be titled solely in her name and shall be free and clear of any and all liens and encumbrances.

D. The furniture, furnishings and fixtures located in the real property commonly known as 722 Cleveland, Hinsdale, Illinois.

E. Except as otherwise herein provided, any and all other property in her possession or under her control.

ARTICLE IX

DEBTS AND OBLIGATIONS

9.1 Husband's Obligations. The Husband shall pay and defray the following debts and liabilities, and he shall indemnify the wife and hold her harmless with respect thereto, and from any and all other costs necessarily incurred by the Wife in connection therewith, including her reasonable attorneys' fees:

A. Any and all sums which are now or may hereafter become due and owing from the parties or either of them to The Jorman Group, an Illinois corporation, and/or the various partnership and corporate entities in which the Husband is or was a partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, nature or description.

B. Any and all sums which are now or may hereafter become due and owing from The Jorman Group, an Illinois corporation, and/or the various partnership and corporate entities in which the Husband is or was a partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, nature or description, to any individual, partnership, corporation or other entity, without reservation of any kind, nature or description.

C. Any and all sums which are now or may hereafter become due and owing from the Husband, either individually

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or jointly with others, to any individual, partnership, corporation or other entity, without reservation of any kind, nature or description.

D. Any and all sums which are now or may hereafter become due and owing with respect to all real property presently or formerly owned by the parties or either of them, including real property presently or formerly owned by any partnership, corporation or other entity in which the parties or either of them is or was a partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, nature or description, and/or real property presently or formerly held in any land trust for the benefit of the parties or either of them or for the benefit of any partnership, corporation or other entity in which the parties or either of them is or was a partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, and including the proceeds of sale and rental income from any of the foregoing real properties. This Subparagraph 9.1D shall have no application to the real property described in Paragraph 7.1 hereof, and Husband shall have no obligation with regard to the real property and all other property of the Wife acquired or retained by the Wife pursuant to this Agreement or later.

E. Any and all sums which are now or may hereafter become due and owing with respect to any litigation presently pending or hereafter filed against the parties or either

of them, including reasonable attorneys' fees and costs (but exclusive of the Wife's attorneys' fees and costs incurred prior to the effective date of this Agreement), as a result of any matter relating to any partnership, corporation or other entity in which the parties or either of them is or was a partner, shareholder, officer, director, agent, employee or investor, without reservation of any kind, nature or description.

F. All sums now or hereafter due with respect to the ENI Litigation Defense Fund.

9.2 Wife's Obligations. The Wife shall pay and defray the following debts and liabilities, and she shall indemnify the Husband and hold him harmless with respect thereto, and from any and all other costs necessarily incurred by the Husband in connection therewith, including his reasonable attorneys' fees:

A. Any and all sums which are now or may hereafter become due and owing in connection with all real and personal property received directly or indirectly from the estate of her deceased father, and in connection with all other assets in which the Wife has an interest, individually or with others, without reservation of any kind, nature or description, except assets in which she has an interest by virtue of her marital relationship with Ronald Ferrin, ^{and WPT} as provided in this Agreement to be the obligation of the Husband.

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8. At the first to occur of the Wife's remarriage, cohabitation on a resident, continuing conjugal basis, sale, transfer, assignment, or any other conveyance, except as otherwise provided in subparagraph 7.4(4), of the property commonly known as 722 Cleveland, Hinsdale, Illinois, she shall pay from the proceeds of said sale the outstanding balance then due on the mortgage note and first mortgage lien which presently encumber title thereto, and she shall indemnify the Husband and hold him harmless with respect thereto. The foregoing shall have no application to the Husband's obligation under paragraph 7.4 hereof to pay to the Wife an amount equal to the monthly payments of principal and interest due in connection with the note secured by the first mortgage lien against said residence for the period commencing upon the effective date of this Agreement and continuing through and including the closing of the Wife's sale of said property.

9.3 Respective Obligations. Except as otherwise set forth in this Agreement, each party shall bear sole responsibility for any and all debts and liabilities which he or she has respectively incurred since the date of separation, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

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ARTICLE X

INCOME TAXES

10.1 Joint Returns. With respect to all joint federal and state income tax returns heretofore or hereafter filed by the parties (the "joint returns"), the Husband and Wife agree as follows.

A. Payment of Taxes. The Husband represents and warrants that he has paid and will pay all federal and state income taxes due on all joint returns already filed or filed in the future by the parties.

B. Wife's Information. The Wife represents and warrants that she has provided the Husband with all information relating to her taxable income and deductible expenses for the years in which the parties have filed joint returns.

C. Deficiency Assessments. In the event of a deficiency assessment in connection with any joint return, the Husband shall promptly notify the Wife in writing, and he shall pay all amounts finally determined to be due as a result of said assessment(s), including taxes, interest and penalties, and all costs and expenses incurred in contesting said assessment.

D. Election to Contest Assessment. The Husband shall have the sole and exclusive right and option to contest any deficiency assessment received with respect to a joint return filed by the parties. In the event the Husband so elects, the Wife shall give her full and complete coopera-

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tion to the Husband and/or his selected representative, including but not limited to her execution of all necessary documents, her supplying of all records and information within her possession or control, and her furnishing of testimony.

E. Election of Amend. The Husband shall have the sole and exclusive right and option to amend a joint return filed by the parties. In the event the Husband so elects, the Wife shall join in the execution and filing thereof.

F. Indemnification. The Husband shall indemnify the Wife and hold her harmless from any and all deficiency assessments, income tax liabilities and/or tax liens arising by virtue of or attributable to the parties' joint returns, including all amendments thereof.

G. Refunds. Any refunds received from joint returns filed by the parties, including amended joint returns, shall be the sole and separate property of the Husband, and he is hereby irrevocably authorized to endorse any refund check so received and to retain all proceeds thereof.

10.2 1989 Returns. The Husband and Wife shall file returns as single taxpayers for 1989, in light of the termination of their marriage on or before December 31, 1989. The Husband and the Wife shall each retain as his and her sole and separate property all refunds received from his and her respective 1989 federal and state income tax returns. The Husband further agrees that he will not claim the maintenance payments to the Wife in 1989 and 1990 as deductions from his income, except those amounts

paid in connection with his obligations pursuant to Paragraph 7.4.

ARTICLE XI

ATTORNEYS' FEES AND COSTS

11.1 Respective Obligations. Each party shall be solely responsible for the payment of his or her respective attorneys' fees and costs incurred in this proceeding and each party shall indemnify and hold the other party harmless with respect thereto.

ARTICLE XII

GENERAL PROVISIONS

12.1 Execution of Necessary Documents. Each party shall make, execute, acknowledge and deliver, concurrently with the execution hereof, all documents and instruments necessary or proper to carry out the parties' intentions hereunder and to vest the titles and estate in the respective parties hereto as required by this Agreement. From time to time hereafter, each party shall make, execute, acknowledge and deliver all documents and instruments which may hereafter prove to be necessary or proper to carry out the purposes of this Agreement and to establish of record each party's respective ownership of properties in the manner herein provided. If either party hereto shall for any reason fail or refuse to make, execute, acknowledge or deliver any such documents, then this Agreement 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

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designated to be relinquished and waived. If either party fails for a period of more than thirty (30) days after the effective date of this Agreement to make, execute, acknowledge or deliver any necessary documents or instruments which are reasonably required to implement the terms of this Agreement a Judicial Officer of the Circuit Court of Cook County, Illinois, is hereby authorized to make, execute, acknowledge and deliver such documents and instruments at the request of either party. This authorization includes, but shall not be limited to, any and all documents and instruments pertaining to the transfer or conveyance of real and personal property, and beneficial interests in land trusts.

12.2 Mutual Releases. To the fullest extent permitted by law, and except as otherwise herein expressly provided, each party relinquishes, waives, remises and releases all rights and claims against the other party and his or her agents, attorneys and employees, and each party hereby relinquishes, waives, remises and releases to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, spousal support, inheritance, descent and distribution, homestead, dower, community property and all other rights, titles, claims interests and estates as husband and wife, widow or widower, whether existing by reasons of the marital relation between said parties or otherwise, including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed,

whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Neither party, nor their respective heirs, personal representatives and assigns, shall at any time hereafter sue the other party or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agents or employees for the purpose of claiming or enforcing any rights which are released, waived or relinquished under this Agreement. In the event any such suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all documents or instruments reasonably required to effect or evidence this release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the party of the other to comply with the express provisions of this Agreement.

12.3 Waiver of Estate Claims. Each of the parties hereby waives and relinquishes all right to act in any fiduciary capacity with respect to the estate of the other party. Each party relinquishes, waives, remises and releases all right to inherit by intestate succession any of the property as to which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as

a relinquishment, waiver, remise and release of all rights of the surviving party to apply for letters of administration in any form. The estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party in the same manner as though the parties hereto had never been married. Each party expressly reserves the right to dispose of his or her estate in any manner he or she may deem fit, without restriction or limitation of any kind, except as otherwise provided herein.

12.4 Construction of Agreement.

A. Recitals. The recitals set forth in paragraph A through H at the commencement of this Agreement are intended to be a part of this Agreement.

B. Pronouns. Any word in the text of this Agreement shall be read as singular or plural, and/or as masculine, feminine or neuter, as may be necessary to give the intended meaning thereto and/or to carry out the intention of the parties.

C. Oral Amendments. No covenant, promise or undertaking shall be effective to modify or amend this Agreement or to waive or relinquish any right provided by the terms and provisions hereof, unless said covenant, promise or undertaking shall be reduced to a writing which is duly executed by both parties.

D. Non-Modification. This Agreement shall not be subject to modification or amendment in any way, with regard to the property disposition or the maintenance provisions.

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However, this Agreement may be modified in regard to custody, parenting and child support, but only in accordance with the provisions of this Agreement and in strict compliance with the Illinois Marriage and Dissolution of Marriage Act.

E. Other Agreements. This Agreement contains a full and complete recitation of the understanding between the parties. No other representations, warranties, promises, covenants or undertakings have been made by either party to the other as an inducement to enter into this Agreement.

F. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party.

G. Effective Date. This Agreement shall be effective and shall be binding upon the dissolution of the parties' marriage, unless otherwise provided herein. In conjunction with the entry of Judgment for Dissolution of Marriage, the parties, or either of them, shall submit this Agreement to a court of competent jurisdiction for determination that this Agreement is not unconscionable.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and date set forth hereinabove.



CHERYL A. FERRIN



RONALD A. FERRIN

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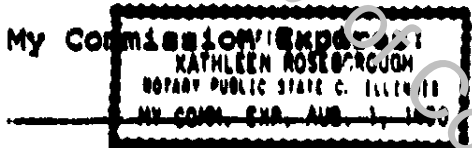
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, a Notary Public in and for said County and State as aforesaid, do hereby certify that Cheryl A. Ferrin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of August, 1989.

Kathleen Roseborough

Notary Public



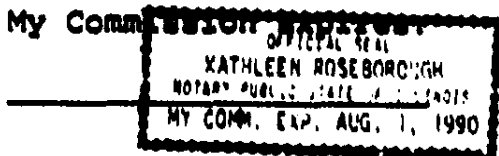
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, a Notary Public in and for said County and State as aforesaid, do hereby certify that Ronald A. Ferrin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of August, 1989.

Kathleen Roseborough

Notary Public



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EXHIBIT A

INSURANCE TRUST AGREEMENT FOR THE
CHILDREN OF RONALD FERRIN AND CHERYL FERRIN

This Agreement is made this 18th day of August, 1989 between Ronald Ferrin of Chicago, Illinois, as insured, and Richard Wexler, as Trustee.

Ronald Ferrin is causing the proceeds under the policy of life insurance listed on Exhibit 1 attached hereto to be made payable to the Trustee in the event that at the time of his death Ronald Ferrin is then obligated to make certain payments to Cheryl Ferrin directly for the support of his children or to third parties for the benefit of his children as required pursuant to Article III of the Marital Settlement Agreement entered into the 18th day of August, 1989 by and between Ronald Ferrin and Cheryl Ferrin and incorporated in the Judgment for Dissolution of Marriage between them. A copy of said Marital Settlement Agreement is attached hereto as Exhibit 2.

Those proceeds made payable to the trustee and all investments and reinvestments thereof are herein collectively referred to as "the Trust Estate" and shall be held upon the following terms.

1. After the death of Ronald Ferrin, the Trust Estate shall be held and disposed of as follows:

A. The Trustee shall pay from the income of the Trust Estate the amounts necessary to fully discharge Ronald Ferrin's obligations pursuant to Article III of the Marital Settlement Agreement as those obligations are due. Any net income not so

used to meet Ronald Ferrin's obligations, shall be added to and become part of the principal of the Trust Estate.

B. If at any time the income of the Trust is not sufficient to fully discharge Ronald Ferrin's obligations pursuant to Article III of the Marital Settlement Agreement, the Trustee shall use so much of the principal of the Trust as may be necessary to make said payments.

C. The Trustee shall also pay such additional amounts as are required for the income taxes due and payable by the recipient as a result of the distributions from the Trust.

2. The Trustee shall incur no liability for any good faith payment or distributions made to Cheryl Ferrin or third parties in satisfaction of Ronald Ferrin's obligations under said Marital Settlement Agreement. The Trustee's obligation to satisfy Ronald Ferrin's obligations under Article III of the Marital Settlement Agreement shall have priority over and shall be paid in full before any other distributions are made from the Trust Estate.

3. Upon the full discharge of the Husband's obligations pursuant to Article III of the Marital Settlement Agreement, the Trust Estate shall be distributed to my estate or the trustee of any trust which specifically includes reference to this insurance trust agreement or the proceeds of insurance policies referred to herein.

4. The Trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

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(a) To retain any property (including stock of any corporate trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

(c) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof from time to time for such price and upon such terms as the trustee sees fit;

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(h) To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(j) To divide or distribute the trust property in cash or in kind, or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; to value the trust property for such purposes; and to sell any property in order to make division or distribution;

(k) To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this Will has an interest, though a trustee hereunder is such fiduciary;

(l) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion;

(m) To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust, appointing a substitute trustee to itself to act as advisor to the substitute trustee and shall receive reasonable compensation for so acting; and to remove any acting substitute trustee and appoint another, or reappoint itself, at will; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

5. The trustee shall render an account of its receipts and disbursements to Cheryl Ferrin upon her reasonable request, but no more frequently than once a year. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and shall receive fair compensation for its services. The trustee's regular compensation shall be charged half against income and half against principal, except

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that the trustee shall have full discretion at any time or times to charge a larger portion or all against income without being limited to circumstances specified by State Law.

6. Any Trustee may resign at any time by written notice to Cheryl Ferrin. In the event of the death, resignation, refusal or inability to act of ^[Richard Waxman] R. Waxman, then I appoint NORTHERN TRUST as Trustee.

7. Every successor Trustee shall have all the powers given the original named Trustee. No Successor Trustee shall be personally liable for act or omission of any predecessor.

8. No Trustee wherever acting shall be required to give bond or surety, be appointed by or account for the administration of any trust to any court.

9. Whenever necessary in this instrument, and where the context admits, the singular term and the related pronoun shall include the plural, and the masculine shall include the feminine.

IN WITNESS WHEREOF, I have signed this Trust Agreement on this 14 day of August, 1989.


RONALD FERRIN

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We certify that in our presence, on the date appearing above, RONALD FERRIN signed the foregoing instrument and acknowledged it to be his Trust Agreement; that at his request and in his presence and in the presence of each other, we have signed our names below as witnesses, and we believe him to be of sound mind and memory.

8/18/59

8/18/59

Yvette [Signature]

33 N. Dearborn
Chicago Ill 60612

Robert W. White

200 N. LaSalle #2700
Chicago, Ill 60601

Property of Cook County Clerk's Office

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EXHIBIT BINSURANCE TRUST AGREEMENT FOR CHERYL FERRIN

This Agreement is made this 14th day of August, 1989 between Ronald Ferrin of Chicago, Illinois, as insured, and ^(Richard J) R. WELLS, as Trustee.

Ronald Ferrin is causing the proceeds under the policy of life insurance listed on Exhibit 1 attached hereto to be made payable to the Trustee in the event that at the time of his death Ronald Ferrin is then obligated to make certain payments to Cheryl Ferrin for her support or to third parties for her benefit as required pursuant to Article V and Article VII, paragraph 7.4 of the Marital Settlement Agreement entered into the 14 day of August, 1989 by and between Ronald Ferrin and Cheryl Ferrin and incorporated in the Judgment for Dissolution of Marriage between them. A copy of said Marital Settlement Agreement is attached hereto as Exhibit 2.

Those proceeds made payable to the trustee and all investments and reinvestments thereof are herein collectively referred to as "the Trust Estate" and shall be held upon the following terms.

1. After the death of Ronald Ferrin, the Trust Estate shall be held and disposed of as follows:

A. The Trustee shall pay from the income of the Trust Estate the amounts necessary to fully discharge Ronald Ferrin's obligations pursuant to Article V and Article VII, paragraph 7.4 of the Marital Settlement Agreement as those obligations are due. Any net income not so used to meet Ronald Ferrin's obligations, shall be added to and become part of the principal of the Trust Estate.

B. If at any time the income of the Trust is not sufficient to fully discharge Ronald Ferrin's obligations pursuant to Article VI and Article VII, paragraph 7.4 of the Marital Settlement Agreement, the Trustee shall use so much of the principal of the Trust as may be necessary to make said payments.

C. The Trustee shall also pay such additional amounts as are required for the income taxes due and payable by the recipient as a result of the distributions from the Trust.

2. The Trustee shall incur no liability for any good faith payment or distributions made to Cheryl Ferrin or third parties in satisfaction of Ronald Ferrin's obligations under said Marital Settlement Agreement. The Trustee's obligation to satisfy Ronald Ferrin's obligations under Article V and Article VII, paragraph 7.4 of the Marital Settlement Agreement shall have priority over and shall be paid in full before any other distributions are made from the Trust Estate.

3. Upon the full discharge of the Husband's obligations pursuant to Article V and Article VII, paragraph 7.4 of the Marital Settlement Agreement, the Trust Estate shall be distributed to my estate or the trustee of any trust which specifically includes reference to this insurance trust agreement or the proceeds of insurance policies referred to herein.

4. The Trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

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(a) To retain any property (including stock of any corporate trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

(c) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust, to join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof from time to time for such price and upon such terms as the trustee sees fit;

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(h) To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(j) To divide or distribute the trust property in cash or in kind, or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; to value the trust property for such purposes; and to sell any property in order to make division or distribution;

(k) To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this will has an interest, though a trustee hereunder is such fiduciary;

(l) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion;

(m) To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust, appointing a substitute trustee to itself to act as advisor to the substitute trustee and shall receive reasonable compensation for so acting; and to remove any acting substitute trustee and appoint another, or reappoint itself, at will; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

5. The trustee shall render an account of its receipts and disbursements to Cheryl Ferrin upon her reasonable request, but no more frequently than once a year. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and shall receive fair compensation for its services. The trustee's regular compensation shall be charged half against income and half against principal, except

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that the trustee shall have full discretion at any time or times to charge a larger portion or all against income without being limited to circumstances specified by State Law.

6. Any Trustee may resign at any time by written notice to Cheryl Ferrin. In the event of the death, resignation, refusal or inability to act of ^(Richard) R. Maxwell, then I appoint RONALD FERRIN Trust as Trustee.

7. Every successor Trustee shall have all the powers given the original named Trustee. No Successor Trustee shall be personally liable for act or omission of any predecessor.

8. No Trustee wherever acting shall be required to give bond or surety, be appointed by or account for the administration of any trust to any court.

9. Whenever necessary in this instrument, and where the context admits, the singular term and the related pronoun shall include the plural, and the masculine shall include the feminine.

IN WITNESS WHEREOF, I have signed this Trust Agreement on this 11th day of August, 1989.


RONALD FERRIN

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COULD NOT BE FOUND TO BE SUBJECT TO THE
THIS OBLIGED TO THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

DATE

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

Property of Cook County Clerk's Office

Chicago, Ill. 60601
200 W. LaSalle #2700

Robert Williams
Chicago, Ill.
33 W. Hubbard
Justin L. ...

8/18/89

8/18/89

mind and memory.
our names below as witnesses, and we believe him to be of sound
in his presence and in the presence of each other, we have signed
knowledge to be his true agreement; that at his request and
above, RONALD FERRIN signed the foregoing instrument and so-
We certify that in our presence, on the date appearing

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IDENTIFIED
No. 3851189

STATE OF ILLINOIS
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

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

Annika Buehler

DATE 12-27-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

Property of Cook County Clerk's Office

CHICAGO TITLE INS

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