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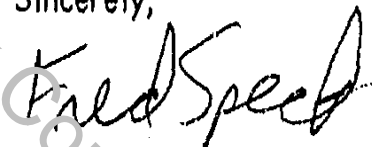
LAW OFFICES OF  
**FRED SPECK**

79 West Monroe Street • Suite 1320  
Chicago, Illinois 60603-4969  
(312) 346-1165  
January 3, 1989

To Whom It May Concern

Please be advised that all attorney's fees due and owing the undersigned from John Frederick Rexroat, namely, the sum of \$3,972.32 (THREE THOUSAND, NINE HUNDRED SEVENTY-TWO DOLLARS AND THIRTY-TWO CENTS) have been paid in full. There are not outstanding sums of money due the undersigned from either John Frederick Rexroat or Elizabeth Rexroat.

Sincerely,



LAW OFFICES OF FRED SPECK

FS:js

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FRED SPECK

1111 North Dearborn Street  
Chicago, Illinois 60610  
Tel. 312-329-1111

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ANTHONY SAMMARCO  
ATTORNEY AT LAW  
406 Thomas  
Forest Park, Illinois 60130  
708-771-0555

January 3, 1990

8852848

Prairie Title Company  
Ms. Trish Myers  
329 W. Chicago Avenue  
Oak Park, Ill. 60302

Re: Refinance Roxroat  
File # 912137 A

Dear Ms. Myers:

Pursuant to your recent request I am writing to verify that Elizabeth Roxroat the respondent in the case entitled In Re The Marriage of John Roxroat and Elizabeth Roxroat, has paid her attorney's fees in full and to date there is no outstanding balance owed to me.

Sincerely,

  
Anthony Sammarco, Esq.

AS/pc

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0 3 8 5 2 9 4 5 Form #20

Certificate No. 1280405 Document No. 2643693F

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1280405 indicated affecting the  
following described premises, to-wit:

SOUTH 8 FEET OF LOT FOURTEEN--(14)-LOT FIFTEEN--(15)--  
IN BLOCK THREE(3) IN ELLIS AND CHAMBERLAIN'S SUBDIVISION OF  
THE NORTHWEST QUARTER (1/4) OF LOT SIX (6) IN THE SUBDIVISION  
OF SECTION 18 (EXCEPT THE WEST HALF (1/2) OF THE SOUTHWEST  
QUARTER (1/4) THEREOF) IN TOWNSHIP 39 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN.

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PIN 16-18-411-022

1029 S. Scoville, Oak Park FL 60304

Section 18 Township 39 North, Range 13 East of the  
Third Principal Meridian, Cook County, Illinois.

*Brian Muller*

CHICAGO, ILLINOIS 1-10 1990.

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Atty. No. 50884  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF )  
JOHN F. REXROAT, )  
Petitioner, )  
and )  
ELIZABETH REXROAT, )  
Respondent )

No. 88 D 8825

**JUDGMENT FOR DISSOLUTION OF MARRIAGE**

THIS CAUSE COMING ON TO BE HEARD upon the stipulation of the parties and the Petition for Dissolution of Marriage of Petitioner JOHN F. REXROAT, being represented by FRED SPECK of THE LAW OFFICES OF FRED SPECK; and Respondent ELIZABETH REXROAT, being represented by ANTHONY SAMMARCO, Esq.; both parties and their attorneys being present in open Court, the Court having heard sworn testimony, considered evidence and being otherwise duly and completely advised and informed in the premises, DOTH FIND:

1. The Court has jurisdiction over the parties hereto and the subject matter hereof.
2. Petitioner has been an actual resident of the State of Illinois for 90 days immediately preceding the filing of his Petition for Dissolution of Marriage in this matter.
3. The parties were married on or about June 16, 1962, in Rockford, Illinois, and the marriage was duly registered, in Winnebago County, Illinois.

*PT 9-12-137A*  
*Subject to husband being 15000*  
*Shaw last of name*

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4. Three children were born to the marriage; namely: JOHN THOMAS REXROAT, born January 7, 1963; JOHN WILLIAM REXROAT, born November 11, 1964; and MICHAEL BRICE REXROAT, born August 10, 1966; No children were adopted by the parties, and Respondent is not now pregnant.

5. Irreconcilable differences have arisen between the parties, causing an irretrievable breakdown in the marriage such that reconciliation would be impracticable and not in the best interests of the family.

6. The parties have lived separate and apart for more than two years.

7. The parties have entered into a written agreement entitled "Marital Settlement Agreement" dated November \_\_, 1989, settling and disposing of all issues between themselves, including questions of support and property division, and all other questions arising out of the marital relationship previously existing between them, and of the payment of attorney's fees and costs.

8. The Court expressly finds that the terms and conditions set forth in the Agreement are fair and reasonable and not unconscionable.

9. The Marital Settlement Agreement, executed by both parties, is attached hereto, made a part hereof, and is in words and figures as follows:

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**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made and entered into in Chicago, Illinois, this \_\_\_ day of November, 1989, by and between JOHN F. REXROAT (hereinafter referred to as "JOHN"), and ELIZABETH REXROAT, (hereinafter referred to as "ELIZABETH").

The said parties are now husband and wife, having been married on or about June 16, 1962, in Rockford, Illinois, and said marriage was duly registered in Winnebago County, Illinois.

There were three children born to the marriage, namely: JOHN THOMAS REXROAT, age 26; JOHN WILLIAM REXROAT, age 24, and MICHAEL BRICE REXROAT, age 23. No children were adopted by the parties and ELIABETH is not now pregnant.

Irreconcilable differences have arisen between the parties such that reconciliation would be impracticable and not in the best interests of the family. The parties for more than two years have been estranged from each other and are not living together as husband and wife.

There is pending in the Circuit Court of Cook County, Illinois, the case "In Re: The Marriage of JOHN F. REXROAT, Petitioner, and ELIABETH REXROAT, Respondent," Case No. 87 D 5879.

The parties hereto consider it to be in their best interest to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support and maintenance, and any and all other rights of property and otherwise growing out of the marriage relationship existing between them and which either of them now has, or may hereafter have or claim to have against the other, and all rights of any kind, nature and description, which either of them now has or may hereafter

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have or claim to have, in and to any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them.

JOHN is represented by FRED SPECK of the LAW OFFICES OF FRED SPECK, as his attorney. ELIZABETH is represented by ANTHONY SAMMARCO, ESQ. as her attorney. Each party is satisfied with the representation that he or she has received from said attorneys.

Each party has made such disclosure to the other of all properties owned by each of them and of the income derived therefrom and the extent of said disclosure is set forth fully in this Agreement.

Therefore, in consideration of the mutual promises and other good and valuable consideration hereto expressed, the parties agree as follows:

## ARTICLE I

### Right of Action

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

2. JOHN reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by ELIZABETH. ELIZABETH reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by JOHN.

## ARTICLE II

### Maintenance

1. ELIZABETH hereby waives maintenance from JOHN and shall be forever barred from asserting a claim for maintenance in the Circuit Court of Cook County, Illinois, or any other Court.

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2. JOHN hereby waives maintenance from ELIZABETH and shall be forever barred from asserting a claim for maintenance in the Circuit Court of Cook County, Illinois, or any other Court.

**ARTICLE III**

**Property Settlement**

1. Pension: ELIZABETH forever relinquishes any right or claim to any pension or profit-sharing, etc., interest that JOHN might have in the future, whether such is in existence now or in the future. JOHN forever relinquishes any right or claim to any pension or profit-sharing, etc., interest that ELIZABETH might have in the future, whether such is in existence now or in the future.

2. Marital debts: Marital debts shall be defined as all debts in existence at the time of the separation of the parties, and such have all been paid.

3. Non-marital debts: Non-marital debts shall be defined as all debts incurred by the parties individually, in their own names, since the time of the separation of the parties, and shall be paid by the party who incurred them. Each party shall indemnify and hold harmless the other party from said debts which they have individually incurred.

4. Marital residence: Within 90 days of entry of a Judgment for Dissolution of Marriage in this cause, JOHN agrees to quitclaim any and all interest he has in the former marital home, commonly known as 1029 S. Scoville, Oak Park, Illinois, to ELIZABETH; provided, however, that such will be done only upon the payment of FIFTEEN THOUSAND DOLLARS (\$15,000.00) from ELIZABETH to JOHN, within 90 days of entry of a Judgment for Dissolution of Marriage in said cause. If said transfer and payment take place within said time, ELIZABETH agrees to pay to JOHN the

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additional sum of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00), in monthly installments of \$100.00 each, commencing the first day of the month following the transfer and lump sum payment, and continuing on the first day of every month thereafter, until paid in full

If ELIZABETH is not able to or chooses not to make the aforesaid lump sum payment within the aforesaid time period, then the property shall be immediately and irrevocably placed for sale, with JOHN to receive the sum of SEVENTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$17,500.00), at the closing. In this event, should the parties be unable to agree upon a listing price, the Circuit Court of Cook County shall retain jurisdiction for setting such listing price.

5. Personal property: The parties have divided all personal property between them to their mutual satisfaction.

**ARTICLE IV**

**Health Insurance**

JOHN shall continue to provide medical insurance for ELIZABETH, at his place of employment, as long as he is able to do so at no cost to him.

**ARTICLE V**

**Attorney's Fees**

JOHN shall pay to FRED SPECK the sum of \$3,972.32 (THREE THOUSAND, NINE HUNDRED SEVENTY-TWO DOLLARS AND THIRTY-TWO CENTS) as and for attorney's fees due and owing in this cause. Said payment shall be made on or before either of the lump sum payments made by ELIZABETH to JOHN, described in Article III, Paragraph Four, above.

ELIZABETH shall be responsible for all outstanding attorney's fees due and owing ANTHONY SAMMARCO.

**ARTICLE VI**

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10/10/2013

**General Provisions**

1. **Execution of Documents:** Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. **Mutual Release:** To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit-claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, allmomy, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widower or widow, or otherwise, by reason of the marital relationship existing

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between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property of and assets of the other, real, personal or mixed, or his or her estate, whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees, or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment 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 part of the other to comply with provisions of this agreement, or the rights of either party under this agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of 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 of all right of the

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surviving party hereafter to apply for letter of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs-at-law of such deceased party, in the same manner as through the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

4. Incorporation into Judgment: In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this agreement and all of its provisions shall be incorporated into such Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this agreement shall become in full force and effect, but in no event shall this agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case referred to hereinabove. The Court on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of the agreement, which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

5. Choice of laws: This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction whereit may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of a Judgment for Dissolution of Marriage holds that a portion of this agreement

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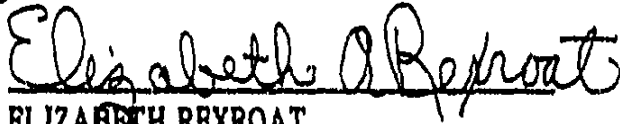
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is invalid, the remainder shall not be affected thereby; the parties agree to be bound by Illinois law because the agreement is being executed in Illinois, and both parties are domiciled in Illinois. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the laws of Illinois.

In WITNESS WHEREOF, JOHN and ELIZABETH have hereunto set their respective hands and seals the day and year first above written.

  
JOHN REXROAT

  
ELIZABETH REXROAT

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THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The bonds of matrimony heretofore existing between the Petitioner, JOHN F. REXROAT, and Respondent, ELIZABETH REXROAT, he and the same are hereby dissolved, pursuant to applicable statutes of the State of Illinois.

2. The Marital Settlement Agreement heretofore made and entered into by and between the parties hereto in November, 1989, hereinbefore referred to, and attached hereto, is in all respects approved, confirmed, incorporated and merged into this judgment, and each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform all acts therein agreed to be done and performed by each of them.

3. That this Court expressly retains jurisdiction to this cause for the purpose of enforcing and modifying all and singular the terms and provisions of this judgment for Dissolution of Marriage, including all and singular the terms and provisions of the Marital Settlement Agreement made in writing by and between the parties hereto in November, 1989, as heretofore set forth.

3852945

ENTERED  
DEC - 6 1989  
JUDGE D. CERVINI 196

ENTER:

JUDGE D. CERVINI 196

LAW OFFICES OF FRED SPECK  
79 West Monroe St. Ste. 1320  
Chicago, IL 60603-4969  
(312) 346-1165  
Atty. No. 81871

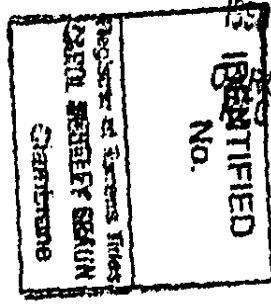
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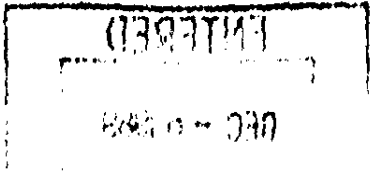
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COMMONWEALTH LAND TITLE INS. CO.  
30 N. LaSalle  
Suite 3900  
Chicago, Illinois 60602



JAN 10 PM 3:12  
ROL MOSELEY DRAUN  
DISTRAR OF TITLES

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 1/3/90

*Annika Pecinski*

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