Form #20

3866904

Certificate No. 1451920 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1451920 indicated affecting the following described premises, to-wit:

[redacted]

The West Sixty (60) feet of that part of the Northeast Quarter (¼) of Block Fifteen (15) in John C. Garland's Addition to Winnetka, lying South of First Street and West of Poplar Street, said Garland's Addition being a Subdivision of the North 120 Acres of the Southwest Quarter (¼) of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian.

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Section 21 Township 42 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

Stephen Jaley

CHICAGO, ILLINOIS 3/14 19 90.

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Atty. No. 11400

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

IN RE: THE MARRIAGE OF	)	
KATHRYN M. SOMERS,	)	
Petitioner,	)	
and	)	NO: 89 D 5429
PETER F. GERACI,	)	
Respondent.	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard from the regular trial calendar of contested cases for Dissolution of Marriage, upon the duly verified Petition for Dissolution of Marriage of the petitioner, KATHRYN M. SOMERS, the respondent, PETER F. GERACI, having filed his Response thereto, the petitioner being personally present in open Court and duly represented by her counsel, EVAN JAMES MAMMAS of the law firm of MAMMAS AND GOLDBERG, LTD., and the respondent being personally present in open Court and representing himself pro-se, and the Court now being fully advised in the premises;

DOTH FIND:

1. That this honorable Court has jurisdiction over the parties hereto and of the subject matter hereof.

2. That the petitioner is now, and has been for more than ninety (90) days immediately preceding the entry of this Judgment for Dissolution of Marriage, an actual resident and domiciliary of the State of Illinois.

3. That the petitioner and the respondent were lawfully married on, to-wit: the 11th day of April, 1985, at Chicago, Illinois, which said marriage was there duly registered.

4. That no children were born to the parties hereto as issue of their said marriage; that no children were adopted by the parties during the course of their marriage, and the petitioner is not now pregnant.

5. That parties hereto have lived separate and apart for a continuous period in excess of six (6) months and the written Stipulation of the parties waiving the statutory requirement that the parties have lived separate and apart for a continuous period in excess of two (2) years, has been filed with the Clerk of the Circuit Court of Cook County, Illinois, within the meaning and purview of Paragraph 2, Section 401(a)(2), of the Illinois Marriage and Dissolution of Marriage Act.

6. That irreconcilable differences have caused the irretrievable breakdown of the marriage and future attempts at reconciliation would be impracticable and not in the best interest of the family unit.

7. That the parties hereto have entered into a Memorandum of Agreement, in writing, dated the 22nd day of September, 1989, settling and disposing between themselves the questions of support and maintenance, certain proprietary rights inhering in them respectively arising out of the marital relationship heretofore existing between them, and of the payment of attorney's fees and court costs.

8. That said Memorandum of Agreement, signed and executed by the petitioner and the respondent is set forth verbatim hereinafter and is made part of this Judgment for Dissolution of Marriage, and is in words and figures as follows:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ~~12th~~ 22nd day of ~~July~~ September, 1989, by and between KATHRYN M. SOMERS, hereinafter referred to as "wife," and PETER F. GERACI, hereinafter referred to as "husband," both parties being residents of the County of Cook and the State of Illinois.

WITNESSETH

WHEREAS,

A. That the parties were lawfully married on the 11th day of April, 1985, at Chicago, Illinois, and said marriage was there duly registered.

B. That no children were born to the parties hereto as issue of their said marriage, that no children were adopted by the parties hereto during the course of their marriage, and the wife is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties hereto, as a result of which they have separated and have been now, living separate and apart from each other and not as husband and wife.

D. That the husband has filed a Petition for Dissolution of Marriage against the wife, that the wife has filed a Response to the Petition for Dissolution of Marriage and a Counter-Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois, known as Case Number 89 D 5429, entitled, "IN RE: THE MARRIAGE OF PETER F. GERACI, Petitioner-Counterrespondent, and KATHRYN M. SOMERS, Respondent-Counterpetitioner." Said cause is still pending and undetermined.

E. That without any collusion as to the pending case or as to any

dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the parties may have, the parties consider it to be in their best interests to settle between themselves the questions of maintenance, the respective rights of property arising out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has, or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. That the wife is an attorney duly licensed to practice law in the State of Illinois and has employed and has the benefit of the counsel of EVAN JAMES MAMMAS of the law firm of MAMMAS AND GOLDBERG, LTD., as her attorneys. That the husband is an attorney duly licensed to practice law in the State of Illinois and although he appears the the above referenced cause pro-se he has had the benefit of conferring with STEVEN R. LAKE for advice and recommendations with reference to the subject matter of this Agreement.

G. That the parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties

do hereby freely and voluntarily agree by and between themselves as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby made a part of this Agreement.

2. RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The husband reserves the right to prosecute his pending action for dissolution and to defend any action which the wife may commence. The wife reserves the right to prosecute any action for dissolution of marriage which she may deem necessary or proper and to defend any action which the husband may bring or has brought.

3. CAPTIONS

The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.

4. GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

5. MUTUAL WAIVER OF MAINTENANCE

The parties hereto further mutually covenant and agree that each of them hereby forever waives support or maintenance, and is forever barred from ever asserting any claim for support or maintenance whether past, present, or future, from the other.

6. DIVISION OF PROPERTY

The husband and wife agree that the following is an equitable

division of property, same being assets mutually acquired during the course of the marriage, and prior thereto, reflecting an equitable division of like properties, of like values, predicated upon appraisals and stipulations of the parties.

A. 560 Orchard Lane, Winnetka, Illinois. The parties covenant and agree that they are presently the joint owners of the improved real estate commonly known as 560 Orchard Lane, Winnetka, Illinois, the legal description of which is enumerated in a document designated Exhibit "A", as attached hereto and made a part of this agreement.

The parties hereto covenant and agree that upon entry of a Judgment for Dissolution of Marriage, the wife shall convey and assign, by Quit Claim Deed, all her right, title and interest that she may have in and to the aforesaid improved real estate to the husband, free and clear of any and all liens, excepting therefrom, the first mortgage lien and real estate taxes for the calendar year 1988 and subsequent years. Consistent therewith, the husband further represents and warrants that any and all installment payments of principal, interest, real estate taxes, and insurance on the first mortgage indebtedness as aforesaid, are current through July, 1989, and that he has not further encumbered the title to said improved real estate with any additional loans, mortgages or liens since the date of separation of the parties.

The husband covenants and agrees that upon entry of a Judgment for Dissolution of Marriage, he shall pay and defray the whole or any part of the remainder of said first mortgage indebtedness of principal, interest, taxes, and insurance, and any and all costs and expenses incident to the maintenance and ownership of said improved real estate.

The husband further warrants and represents that he shall save, indemnify, and hold harmless the wife if and to the extent that she may hereafter be called upon to, and shall pay any said indebtedness.

The wife further covenants and agrees that she shall, by instruments legally sufficient and proper to effectuate that end, assign, transfer and set over unto the husband, all and singular, her right, title, and interest in and to any policies of insurance presently outstanding upon the real premises aforesaid, including, but not limited by, policies of insurance for fire, extended coverage and public liability, if any.

B. Household Furniture and Furnishings. The husband shall retain as his sole and exclusive property, free of any claim by the wife, all right, title, and interest in and to the household furniture, furnishings, household effects and contents presently situated in and upon the marital residence commonly known as 560 Orchard Lane, Winnetka, Illinois. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all right, title, and interest in and to the household furniture, furnishings, household effects and contents presently situated in and upon her residence commonly known as 600 North Mobury Street, Unit 1412 A, Chicago, Illinois.

C. 2744 North Lincoln Avenue, Chicago, Illinois. The parties covenant and agree that the husband is presently the owner of the improved real estate commonly known as 2744 North Lincoln Avenue, Chicago, Illinois, having acquired said improved real estate prior to the marriage of the parties.

The parties hereto covenant and agree that upon entry of a

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Judgment for Dissolution of Marriage, the wife shall waive and relinquish all her right, title and interest that she may have in and to the aforesaid improved real estate to the husband.

The husband covenants and agrees that upon entry of a Judgment for Dissolution of Marriage, he shall pay and defray the whole or any part of the remainder of said first mortgage indebtedness of principal, interest, taxes, and insurance, and any and all costs and expenses incident to the maintenance and ownership of said improved real estate. The husband further warrants and represents that he shall save, indemnify, and hold harmless the wife if and to the extent that she may hereafter be called upon to, and shall pay any said indebtedness.

D. Personal property. The parties hereto further covenant and agree that each shall retain, free of any claim by the other, all and singular, their right, title, and interest in and to the personal property now in their respective possession. Notwithstanding the foregoing, the husband covenants and agrees to tender to the wife a certain box of phonograph records (LP's), and stained glass equipment inclusive of tools and supplies.

E. Bank Accounts. Except as hereinafter provided, the husband and wife covenant and agree that each shall retain as their sole and exclusive property, free of any claim by the other, all right, title, and interest in and to all bank accounts, and funds contained therein, or any safe deposit boxes now titled in their respective individual names, or any account under their dominion and control. The parties hereto further mutually agree to waive and release all their right, title, and interest in and to the bank accounts to be retained by the other pursuant to the

terms of this provision.

Consistent with the foregoing, the parties covenant and agree to execute any and all documents necessary and proper to effectuate the release of any claims or interest held by them in the accounts to be retained by the other party.

F. Automobiles. The husband shall retain as his sole and exclusive property, free of any claim by the wife, all and singular, his right, title, and interest in and to a certain 1989 Chevrolet Corvette automobile and a certain 1986 Ford Taurus automobile. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all and singular, her right, title, and interest in and to a certain 1988 Mercedes Benz 190 E automobile. The parties hereto each further covenant and agree to save, indemnify, and hold the other harmless for any liability incurred relative to the purchase, licensing, or insurance of the automobile each is to retain pursuant to the terms of this provision.

G. Stocks, Bonds, and Investment Funds.

The parties covenant and agree that each party shall retain as their sole and exclusive property, free of any claim by the other, all right, title, and interest in and to the stocks, bonds, and investment funds now titled in their respective individual names.

H. Life Insurance Policies. The parties further covenant and agree that each shall retain as their sole and exclusive property, free of any claim by the other, all right, title, and interest in and to any policies of life insurance held in their respective individual names. The parties hereto mutually agree to waive and release all their right, title, and interest in and to the policies of life insurance to be retained by the

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other pursuant to the terms of this provision. The parties shall each be solely responsible for the payment of any and all premiums arising from the policies of life insurance they shall retain, and each shall be entitled to alter the beneficiary designation under said policies of life insurance to any person or persons of their respective choosing.

I. Law Offices of Peter Francis Geraci, J.D. The parties further covenant and agree the the husband shall retain as his sole and exclusive property, free of any claim by the wife, all right, title, and interest in and to the Law Offices of Peter Francis Geraci, J.D., including, but not limited to, any and all leasehold rights, assets and accounts receivable of said law practice. Consistent therewith, the husband covenants and agrees that he shall save, indemnify, and hold the wife harmless on any and all indebtedness incurred by him in the operation and management of said law practice, to the extent that she may hereafter be called upon to make payments thereon.

J. Law Offices of Kathryn M. Somers. The parties further covenant and agree the the wife shall retain as her sole and exclusive property, free of any claim by the husband, all right, title, and interest in and to the Law Offices of Kathryn M. Somers, including, but not limited to, any and all leasehold rights, assets and accounts receivable of said law practice. Consistent therewith, the wife covenants and agrees that she shall save, indemnify, and hold the husband harmless on any and all indebtedness incurred by her in the operation and management of said law practice, to the extent that he may hereafter be called upon to make payments thereon.

K. Profit Sharing Plan and Trust. The husband represents and

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warrants that ~~the parties are each~~ he is a currently participant in a Profit Sharing Plan and Trust offered by Peter F. Geraci - A Sole Proprietorship ~~and the LaSalle Street Chronical.~~ The husband further represents and warrants that ~~each party~~ he is One Hundred Percent (100%) vested in the participation of said profit sharing plan and trust.

The parties covenant and agree that the wife's share of said profit sharing plan and trust shall equal ~~One Hundred and Forty~~ EIGHTY THOUSAND ($~~140~~ 80,000.00) Dollars as of the date of entry of a Judgment for Dissolution of Marriage. Moreover, the parties further covenant and agree that the wife's share in said profit sharing plan and trust shall be, consistent with current Internal Revenue Rulings, "rolled over" or "cashed out" to her immediately upon entry of a Judgment for Dissolution of Marriage. By this agreement, the wife has provided written notice to the husband of her intent that there be distribution of her funds as therein contained.

Each party shall pay and satisfy such income tax as may be imposed on that party at the time of and attributable to the distribution of funds thereof to which each of them is then entitled.

The husband further covenants and agrees that he shall, by instruments legally sufficient and proper to effectuate that end, instruct the profit sharing plan and trust administrator and trustee, to pay to the wife as a plan participant the aforesaid sum of money in cash, consistent with Section 7.7 of said plan.

The parties further covenant and agree that the husband shall retain as his sole and exclusive property, free of any claim of the wife, all right, title, and interest in and to the balance of any and all funds

or property retained by the profit sharing plan and trust. The wife further agrees to waive and release all her right, title, and interest in and to the profit sharing plan and trust, and funds contained therein, to be retained by the husband pursuant to the terms of this provision.

Consistent with the foregoing, the wife covenants and agrees that she shall execute any and all documents necessary and proper to resign as the Successor Trustee of the Peter F. Geraci, Employees' Profit Sharing Plan and Trust.

K. Additional Property Settlement. In addition to the foregoing division of property and in order to provide for an equitable non-taxable division of property, the husband covenants and agrees to pay to the wife, and the wife volutarily agrees to accept, an additional property settlement payment in the sum of ~~Forty~~ Fifty-Seven Thousand Dollars (~~$40,000.00~~) ($57,000) upon the entry of a Judgment for Dissolution of Marriage from the parties joint signatory account held with American National Bank and Trust Company of Chicago. Said property settlement payments shall be payable to the wife concurrently with the entry of the Judgment for Dissolution of Marriage.

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Consistent therewith, the parties hereto further covenant and agree that said payment as and for property settlement due the wife shall not be includable in the gross income of the wife nor shall it be deductible from the adjusted gross income of the husband for the purposes of the preparation and submission of their respective federal and state individual income tax returns in accordance with the meaning and intendment of the Internal Revenue Code, as amended, in such case made and provided.

Husband agrees to pay wife an additional property settlement, in consideration of his other property, in the sum of Thirteen Thousand Dollars ($13,000) upon entry of Judgment of Dissolution of this marriage.

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The parties further covenant and agree that the balance of the proceeds on deposit in the aforesaid account, after the property settlement payment due the wife, shall be the sole and exclusive property of the husband, free of any claim thereto by the wife.

The above and foregoing equitable division of property is contemplated to be a nontaxable division and event to both the husband and the wife of mutually acquired properties, and as such, is not a sale, payment, or transfer to secure a release of marital rights, but is an equitable division by and between the parties of properties mutually acquired during the course of the marriage.

7. OUTSTANDING DEBTS AND OBLIGATIONS

The husband and wife covenant and agree that each shall be solely responsible for their own separate debts and obligations which were incurred subsequent to the date of their separation, and each hereby agrees to save, indemnify, and hold the other harmless for any liability they may incur thereon. Notwithstanding the foregoing, the husband covenants and agrees that he shall be solely responsible for the timely payment of a certain Marshall Field's, Home Plan Account, Account Number 83-272-856, in the name of the wife, in the approximate balance of Two Thousand, Five Hundred ($2,500.00) Dollars. Husband shall save, indemnify and hold the wife harmless thereon if and to the extend that she shall be called upon to pay said indebtedness.

8. ATTORNEYS' FEES

~~The husband covenants and agrees that he shall pay, upon the~~ entry of a Judgment for Dissolution of Marriage, to the law offices of ~~KAMMRS AND GOLDBERG, LTD., attorneys for the wife, the sum of Two~~

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~~Thousand, Five Hundred ($2,500.00) Dollars as and for his sole~~ contribution ~~toward the attorneys~~ fees and costs incurred by the wife ~~incident to the within proceedings~~.

The husband and wife further covenant and agree that each party shall be solely responsible for the payment of the balance of any and all attorneys' fees and court costs incurred by them incident to the within proceedings, and each party agrees that they shall save, indemnify, and hold the other harmless for any liability they may incur thereon.

9. TAX INDEMNIFICATION

The husband further covenants and agrees that he shall pay and defray, in its entirety, the liability from any tax arising out of or referable to the filing by them heretofore of any joint United States federal or state individual income tax return for any taxable year ending prior to the 1st day of January, 1989, including interest, deficiencies, and penalties, if any, thereupon levied, assessed, and extended, and that he will save, indemnify, and hold harmless the wife if and to the extent that she may hereafter be called upon to, and shall, pay and defray the whole or any part of any such indebtedness or obligation. Unless said interest, deficiencies, or penalties are incurred due to nondisclosure by any party, then in that event, the party who is guilty of said nondisclosure shall bear the cost of any and all interest, deficiencies, and penalties for that tax year.

The parties further covenant and agree that they shall cooperate in the preparation and submission of joint Federal and State Individual Income Tax returns for the calendar year ending December 31, 1988. The husband warrants and represents that he shall be solely responsible for

the payment of any and all tax which may be occassioned by the filing of said joint returns and further, that he shall be solely responsible for any and all capital gains taxes which may be occassioned as a result of the sale of the aforesaid Ashland Avenue improved real estate by the parties. However, in the event that there will be any refunds resulting from the overpayment of taxes, (which shall not be applied to the following years taxes) then, in that event, the ~~parties~~ husband shall ~~equally~~ have ~~share~~ said refund and wife shall execute or endorse any and all documentation and tax refund checks to effectuate the same.

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10. AMENDMENT AND CONSTRUCTION

This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated, and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms, covenants, or conditions of this Agreement.

11. EXECUTION CLAUSE

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to

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execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and effective present transfer, assignment, and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed and a full, present, and effective relinquish and waiver of all rights hereinabove designated to be relinquished and waived.

12. GENERAL PROVISIONS

A. The wife covenants and agrees that she will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which she now has or might hereafter assert in and to the property of the husband, real, personal, or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, support and maintenance (whether past, present, or future) inheritance, and succession.

B. The husband covenants and agrees that he will, and does hereby, waive, remise, and relinquish any and all claim of right, title and interest which he now has, or might hereafter assert, in and to the property of the wife, real, personal or mixed, of whatsoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by support and maintenance (whether past, present, or future), inheritance, and succession.

C. 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

inheritance, descent, distribution, community interest, and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relations existing between the 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, or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent, 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, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph; and further agrees 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 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 requested to effect or evidence such release, waiver, relinquish, 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 the provisions of this Agreement, or the rights of either party under this Agreement.

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G. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

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

I. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

13. UNAMENDABLE BY FUTURE COURT ACTION

The parties hereto agree that the contents of this Agreement and all the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other, and that the contents of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any court to alter, amend, or modify the terms thereof pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

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

Kathryn M. Somers

KATHRYN M. SOMERS

Peter F. Geraci

PETER FRANCIS GERACI

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D. 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 in 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 surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, and each of the parties hereto respectively reserves 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 contained 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.

E. This instrument contains the whole and entire Agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel, and is believed by them to be fair, just, and equitable with respect to each of them.

F. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

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by and between the parties hereto under the date of the 22nd day of September, 1989, as heretofore setforth; and expressly made a part hereof.

ENTER:

JUDGE

APPROVED:

EVAN JAMES MAMMAS,
Attorney for Petitioner

KATHRYN M. SOMERS,
Petitioner

PETER F. GERACI,
Respondent

MAMMAS AND GOLDBERG, LTD.
180 North LaSalle Street
Suite 2400
Chicago, Illinois 60601
(312) 641-3600
Atty. No. 11400

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 3. 13. 96

DOROTHY BROWN

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

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

1. That the bonds of marriage heretofore existing between the petitioner, KATHRYN M. SOMERS, and the respondent, PETER F. GERACI, be, and the same are hereby, dissolved pursuant to the statute of the State of Illinois, in such case made and provided.

2. That the Memorandum of Agreement, in writing, heretofore made and entered into by and between the parties hereto under the date of the 22nd day of September, 1989, to which reference is hereinbefore made, settling and disposing of the questions of support and maintenance, certain proprietary rights inhering in them respectively, be, and the same is hereby, in all respects approved, confirmed, incorporated, and merged into this Judgment for Dissolution of Marriage, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

3. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing, all and singular, the terms and provisions of this Judgment for Dissolution of Marriage, including, all and singular, the terms and provisions of the Memorandum of Agreement made in writing

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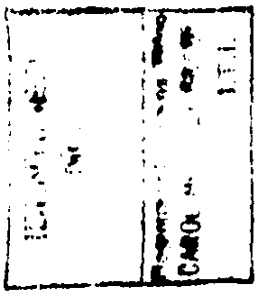
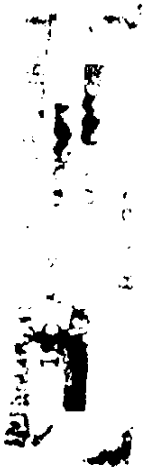
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES





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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 3-13-90

Given

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