MARRIED TITLE HOLDERS AFFIDAVIT

0 3 8 7 0 4 6 3

I, ALLAN J. Heindl, being the SOLE title holder to the property registered on Certificate Number 1169935 Volume 2343-2, Page 468, in the Office of the Registrar of Titles, Cook County, Illinois, and ~~being~~ having been married to Delores J. Heindl, state:

(1) That the property herein is not homestead property.

(2) That the property herein is developed and maintained as residence
(insert general use)

and has erected on it single family residence
(describe structure, if any)

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage Act, Ill. Rev. Stat., Ch. 40, S101, et seq.

(4) That neither affiant nor the spouse of same is residing on said premises.

03-870463

This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance of said property without the signature of the spouse, and said affiant agrees to save harmless the Registrar of Titles from any loss, claim or damage sustained by virtue of acceptance of the said deed.

"OFFICIAL SEAL"
EUGENE J. VOLK
Notary Public, State of Illinois
My Commission Expires 12/27/91

Allan J. Heindl

Subscribed and sworn to before me
this 30th day of March,
A.D. 1990.

Eugene J. Volk
Notary Public

AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Re: Certificate of Title #1169935

90-070103

ALLAN J. HEINDL, being Sworn on oath states that:

He has been divorced from DOLORES J. HEINDL, and that DOLORES J. HEINDL did not live in the property at 4937 W. Waveland, Chicago, Illinois.

DOLORES J. HEINDL realized that even though the property at 4937 W. Waveland, Chicago, Illinois was not specifically mentioned or noted in the PROPERTY SETTLEMENT AGREEMENT entered into on the 24th day of April, 1978, and made a part of the Judgment for Dissolution of Marriage under Case # 78 D 2885, in the Circuit Court of Cook County, Illinois, that such property settlement agreement included the property at 4937 W. Waveland, Chicago, Illinois, which is the property described in Certificate of Title # 1169935 and whose legal description is as follows:

> LOT FOUR (4) in William O. Larson's Subdivision of Lot Thirteen (13) in Koester and Zander's West Irving Park Subdivision in the North Half (1/2) of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Now, therefore, AFFIANT shall indemnify and save harmless the Registar of Titles, Cook County, Illinois, against all loss or damage to same, arising by reason of any claims or demands of DOLORES J. HEINDL by reason of the once marital relationship which existed between AFFIANT and DOLORES J. HEINDL, including homestead or dower rights, and the registering of same on the Torren's Certificate of Title #1169935 and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of actions suits and controversies, whether groundless or otherwise arising therefrom.

"OFFICIAL SEAL"
EUGENE J. VOLK
Notary Public, State of Illinois
My Commission Expires 12/27/91

Allan J. Heindl

~~Subscribed and sworn to~~
before me this 2nd day of April 1990.

Notary Public

My Commission Expires 12-27-91

0 3 8 7 0 4 6 3 Form #20

Certificate No. 1169935 Document No. 2678847

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1169935 indicated affecting the following described premises, to-wit:

03-870463

LOT FOUR.....(4)

In William O. Larson's Subdivision of Lot Thirteen (13) in Koester and Zander's West Irving Park Subdivision in the North Half (1/2) of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian. In Cook County, Illinois.

13-21-226-007

4937 W. Warland
Chicago, Ill

3870463

Section_____ Township_____ North, Range_____ East of the Third Principal Meridian, Cook County, Illinois.

Marielle Barto
Investors Title

CHICAGO, ILLINOIS 4-2 19 90.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

3370463

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

IN RE: THE MARRIAGE OF DOLORES J. HEINDL, Petitioner, and ALLAN J. HEINDL, Respondent.	No. 78 D 2885

3370463

JUDGMENT FOR
DISSOLUTION OF MARRIAGE.

This day came again the said Petitioner, DOLORES J. HEINDL, by her attorney, L. SANFORD BLUSTIN: and, it appearing to the Court that the said Respondent, ALLAN J. HEINDL, has had due notice of the pendency of this suit by personal service, and said Respondent has filed his Appearance Pro Se; and, the matter being heard on the Petition for Dissolution of Marriage of the Petitioner and the Stipulation of the parties; and

The Court having heard the Testimony of the Petitioner taken in open Court in support of said Petitioner's Petition for Dissolution of Marriage (a certificate of which evidence is filed herein) and now being fully advised in the premises, doth find it has jurisdiction of the parties hereto and subject matter hereof.

The Court further finds as follows:

(a) That at the time the action was commenced, the Petitioner was domiciled in the State of Illinois; and, the domicile of said Petitioner has been maintained for more than ninety days next preceding the making of these findings.

(b) That the Petitioner and Respondent lawfully intermarried on January 4th, 1967, and that said marriage was registered at Chicago, Illinois.

(c) That two children were born of this marriage, namely, MICHAEL HEINDL, now nine years of age, and KATHLEEN HEINDL, now four years of age. That no other children were born to or adopted by the parties as a result of this marriage. That said two minor children are presently in the custody of the Petitioner.

(d) That the Respondent is guilty of extreme and repeated mental cruelty toward the Petitioner, as charged in Petitioner's Petition for Dissolution of Marriage, and in accordance with the Statutory Law of the State of Illinois.

(e) That the parties hereto cohabited and lived together from the time of said marriage until January 1st, 1978, and since then, have ceased to cohabit and live together as husband and wife, through no fault on the part of the Petitioner herein, and due solely to the acts and actions of the Respondent.

(f) That the Petitioner and Respondent have entered into a written Property Settlement Agreement between themselves, dated April 24th, 1978, settling all questions of property rights, dower rights, homestead rights, rights to support for the minor children, alimony rights, and any and all other rights

of property and otherwise growing out of the marriage and relationship existing between them; and, that said Agreement has been received in evidence as Petitioner's Exhibit "1" and that by leave of Court is made a part of this Judgment for Dissolution of Marriage, and is set forth in words and figures as follows:

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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

IN RE: THE MARRIAGE OF DOLORES J. HEINDL, Petitioner, and ALLAN J. HEINDL, Respondent.	No. 78 D 2885

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of April, 1978, by and between DOLORES J. HEINDL, hereinafter referred to as the "Wife" and ALLAN J. HEINDL, hereinafter referred to as the "Husband"; and

WHEREAS, the parties are now Husband and Wife, having been married on January 4th, 1967, at Chicago, Illinois; and

WHEREAS, two children were born to the marriage of the parties, namely: MICHAEL HEINDL, presently nine years of age, and KATHLEEN HEINDL, presently four years of age; and

WHEREAS, irreconcilable differences have arisen between the parties, who are now and have been estranged from each other and are not living together as Husband and Wife; and

WHEREAS, the Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 78 D 2885 and entitled: IN RE: THE MARRIAGE OF DOLORES J. HEINDL, Petitioner, and ALLAN J. HEINDL, Respondent; and

WHEREAS, the parties hereby consider it to their best interest to settle between themselves, now and forever, their respective rights of property, dower rights, homestead rights, rights to support, and any and all other rights of property and otherwise growing out of the marriage and relationship existing between them, and which either of them now has or may hereafter have or claim to have against the other; and

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable considerations hereto expressed, the sufficiency of which considerations is hereto acknowledged, the parties hereto agree as follows:

1.) The case shall proceed to hearing on the Petition for Dissolution of Marriage heretofore filed by the Wife, and the Stipulation of the parties hereto.

2.) The Wife shall have custody of the two minor children of the parties, to-wit: MICHAEL HEINDL and KATHLEEN HEINDL; and, the Husband shall have liberal visitation with said minor children.

3.) The Husband shall pay to the Wife, as and for child support, the sum of Thirty Dollars ($30.00) per week for each child, or a total of Sixty Dollars ($60.00) per week.

4.) The Husband shall pay all extraordinary medical, surgical and dental bills incurred by or for said minor children.

The term "extraordinary" as used in this paragraph shall include major dental work, operations, serious illnesses requiring hospitalization or extended medical care, and the like; but, shall not include routine check-ups, minor ailments, drug supplies dental prophylaxis and the filling of simple cavities and the like. The Wife agrees, in the event of serious illness or the need for extraordinary medical, surgical or dental care, that she will consult with the Husband before incurring expenses for any of said conditions and will be guided by his advice in this respect. It is understood by both parties that the Wife's agreement to consult with the Husband shall not apply in cases of grave emergency where the life of said minor children might be imperiled by delay.

5.) The Husband agrees to give to the Wife the sum of Eight Hundred ($800.00) Dollars as and for moving expenses and other sundry items.

6.) The Husband shall give to the Wife the sum of Twenty-five ($25.00) Dollars per week for a period of one year, to help her with her finances and to meet her obligations.

7.) The Husband shall retain his 1977 Pontiac Automobile, and shall assume the payment of the remaining twenty-nine (29) installments of One Hundred ($100.00) Dollars each, due on said 1977 Pontiac Automobile; and, Husband shall hold the Wife harmless from the payment of said twenty-nine installments due on said Automobile.

8.) The Husband shall keep as his own property the 1976 #750 Honda Motorcycle.

9.) The Husband shall pay all legal fees and costs of this suit.

10.) The Wife shall be barred from all maintenance, past, present or future; and, the Husband shall be barred from all maintenance, past, present or future.

11.) Except as herein to the contrary provided, the parties shall and do hereby mutually release, remise and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause or thing, up to the time of the execution of this Agreement, including business interests, present or future, estates, trusts or inheritances, it being the intention of the parties that from and after the execution of this Agreement, that there shall be, as between them, only such rights and obligations as are provided in this Agreement.

12.) The parties expressly understand and agree that in the event the Circuit Court of Cook County, Illinois, sees fit to award the Judgment of Dissolution of Marriage upon the evidence presented, that the terms and provisions of this Agreement shall be incorporated into and shall be made a part of this Judgment of Dissolution of Marriage. Said Judgment shall provide that the Court will retain jurisdiction of the parties and subject matter for the purpose of enforcing said Judgment, and that all of the provisions of this Agreement, as incroporated within the Judgment, shall be enforceable with all of the powers of Contempt and such other rights and powers as exist in Law or in Equity in any Court of Record in any of the United States, as if relief were being sought and obtained in the

Circuit Court of Cook County. In the event that said Court refuses to grant a Judgment of Dissolution of Marriage, or refuses to approve this Agreement, then this Agreement shall be null and void and of no effect.

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

x Dolores J. Heindl
WIFE

x Allan J. Heindl
HUSBAND

WITNESSED BY:
Kenneth Blustein

3876463

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED:

A. That the Petitioner's DOLORES J. HEINDL'S Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and it is hereby dissolved.

B. That the written Property Settlement Agreement entered into and executed by the Petitioner and the Respondent on the 24th day of April, 1978, and heretofore received in evidence as Petitioner's Exhibit "1" and the original of which is attached hereto and merged and incorporated herein as if set forth verbatim, and all of its terms and provisions are hereby expressly affirmed, approved and adopted as the order and judgment of this Court to the same extent and with the same force and effect as if said provisions were set forth verbatim in this Judgment for Dissolution of Marriage.

C. That the Petitioner and the Respondent are hereby ordered and directed to comply with all of the terms and provisions of the written Property Settlement Agreement entered into between them on April 24th, 1978, which Agreement has been merged and incorporated in this Judgment for Dissolution of Marriage and is a part hereof.

D. Except as herein provided, each of the parties hereto has forever waived, released and quitclaimed to the other party all rights of dower, homestead and all other property rights and claims which he or she now has or may hereafter have as Husband, Wife, Widower, Widow or otherwise, by reason of the

marital relations now existing between the parties hereto under any present or future law of any State of the United States of America, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party.

E N T E R:

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
MAY 10 1978
JUDGE MARION E. BURKS
DEPUTY CLERK

J U D G E

3873463

Transcontinental Title Inc.
111 N Canal Suite
Box 43 103247

3870463

1990 APR -3 AM 10: 20
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3870463

1169 935

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-29-90

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.