

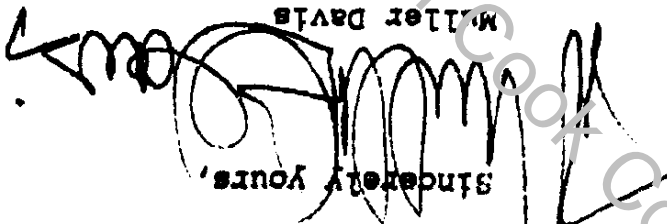
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Property of Cook County Clerk's Office

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MD:br
CC: Mr. Donald N. Frey

Miller Davis
Sincerely yours,


Thank you for your letter of November 6, 1990 in regard to the sale of Donald Frey's condominium. There are no attorneys' fees due and owing to us in connection with our representation of Mr. Frey.

Dear Ms. Griffin:

Ms. Suzanne R. Griffin
Arnstein & Lehr
120 S. Riverside Plaza, #1200
Chicago, Illinois 60606-3913

November 7, 1990

- MULLER DAVIS, P.C.
- JAMES T. FRIEDMAN, P.C.
- ERROL ZAVETT
- LARRY R. KANE, P.C.
- RODRICK E. MACRAE
- MARCIA S. LIPKIN, P.C.
- MURIEL KUHN
- JAMES L. RUBENS
- ROBERT T. BADESCO

BENJAMIN B. DAVIS (1948-1977)
WILLIAM C. BOYDEN (1948-1991)

LAW OFFICES
0 3 3 2 7 4 1 2
DAVIS, FRIEDMAN, ZAVETT, KANE & MACRAE
THE MARQUETTE BUILDING
SUITE 1600
140 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603
TELEPHONE (312) 782 2220
FAX (312) 782-0464



183011 727

THIS CAUSE COMING ON TO BE HEARD ON THE COUNTER-PETITION FOR DISSOLUTION OF MARRIAGE OF THE COUNTER-PETITIONER, DONALD N. FREY, and the Response thereto of the Counter-Respondent, MARY E. FREY, and the stipulation of the parties and their attorneys that the above-entitled cause may come on for an immediate hearing upon the Counter-Petition of the Counter-Petitioner and the Response of the Counter-Respondent as an uncontested matter; and the Counter-Petitioner appearing in open court in his own proper person and by Miller Davis of Davis, Friedman, Zavett, Kane & Macrae as his attorneys; the Counter-Respondent appearing by Joseph N. Ducanto of Schiller, Ducanto and Fleck, Ltd. as her attorneys; and the court hearing the testimony of the various witnesses duly sworn and examined in

*Show one night, WJ
attyp letter n: fees attached, WJ*

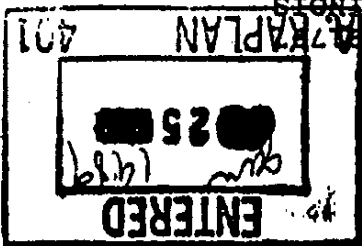
JUDGMENT OF DISSOLUTION OF MARRIAGE

In re the Marriage of
MARY E. FREY,
Petitioner and
Counter-Respondent,
and
DONALD N. FREY,
Respondent and
Counter-Petitioner.

NO. 86 D 17025

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

MD/kpk 01-23-89



403827412

WJ

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open court, Counter-Petitioner offering additional proof in support of the allegations contained in his Counter-Petition (a certificate of which evidence being duly signed and sealed, is filed herein) and the court considering all of the evidence and now being fully advised in the premises, FINDS as follows:

1. Counter-Petitioner is now a resident of the State of Illinois and was a resident of the State of Illinois at the time this action was commenced, and the residence has been maintained for more than ninety days next preceding the commencement of this action and next preceding the making of this Finding. Counter-Petitioner resides in Cook County.

2. Counter-Petitioner and Counter-Respondent were married on December 23, 1971 in Gary, Indiana. Counter-Petitioner and Counter-Respondent lived together as husband and wife until July, 1982.

3. No children were born to the parties as the issue of the marriage, and none were adopted by them. Counter-Respondent is not pregnant.

4. The spouses have lived separate and apart for a continuous period in excess of two (2) years and irreconcilable differences have caused the irretrievable breakdown of their

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marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

5. Counter-Petitioner and Counter-Respondent have entered into a written Settlement Agreement dated January 20, 1989 agreeing to mutually waive alimony and maintenance, and providing for a full and final settlement of all property, marital and non-marital claims, and all other rights and claims of each party against the other. The Settlement Agreement has been reduced to writing and presented to this Court for its consideration and approval and the Court finds that the Agreement was entered into by the parties freely and voluntarily and that its provisions are fair and equitable and not unconscionable and should be approved by the Court and incorporated into this Judgment by reference.

6. The parties have agreed that they will incorporate their Agreement dated January 20, 1989 into this Judgment by reference. They have further agreed that the purpose of incorporating the Agreement in the Judgment by reference is only to protect the privacy of the terms of the Agreement. They further agree that it is their intention that the incorporation

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by reference shall have the same effect under the Illinois Marriage and Dissolution of Marriage Act as a verbatim incorporation.

7. Counter-Petitioner has established by competent, material, and relevant proof the allegations and charges in his Counter-Petition contained; and this Court has jurisdiction of the parties to this cause and subject matter hereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested and the statute in such case made and provided, DOETH HEREBY ORDER, ADJUDGE AND DECREE as follows:

1. A Judgment of Dissolution of Marriage is awarded to both of the parties. Accordingly, the bonds of matrimony existing between the Counter-Petitioner, DONALD N. FREY, and the Counter-Respondent, MARY E. FREY, be and the same are hereby dissolved, and the parties are, and each of them is, freed from the obligations thereof, and are herewith divorced from each other.

2. The Agreement of the parties dated January 20, 1989 is hereby approved and the Agreement and all of its provisions are incorporated into and made a part of this Judgment by reference. The incorporation into this Judgment by reference shall have the same force and effect and same rights and remedies

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shall be available to the parties under the Illinois Marriage and Dissolution of Marriage Act as in a verbatim incorporation.

3. Counter-Petitioner and Counter-Respondent shall perform, execute and carry out the provisions of the Agreement incorporated herein by reference, and this Court reserves jurisdiction of the parties to this cause and the subject matter thereof to enforce the provisions of the Agreement incorporated herein and to adjudicate any tax matters that may arise under Subparagraph 3(j) of the Settlement Agreement incorporated herein.

4. The waiver of Counter-Petitioner and Counter-Respondent of his and her claims to alimony and maintenance is hereby approved, and accordingly, all rights, claims, and demands of Counter-Petitioner and Counter-Respondent, past, present, and future, to alimony, maintenance, and support, temporary and permanent, from the other are hereby forever barred, terminated and ended.

5. The inchoate or other right of dower, homestead, claim or title, contingent, reversionary or otherwise, and any rights of courtesy and descent, and all other rights and claims of each party in and to the marital property and the non-marital property of the other party, real, personal or mixed, shall be and the same are hereby forever relinquished, released, barred,

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terminated and ended, and during their respective lifetimes each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never been married to each other, and upon the death of either of them, the property, real, personal or mixed, then owned by him or her shall pass by his or her Will, or under the laws of descent (as the case may be), free from any right, statutory or otherwise, inheritance, dower, title or claim of the other party, and as if the parties hereto had never been married to each other; neither the Counter-Petitioner nor the Counter-Respondent herein shall, at any time hereafter, sue the other of them, or his or her (as the case may be) heirs, executors, administrators or assigns for the purpose of enforcing any or all of the rights specified in and relinquished, waived, discharged, released, barred and terminated hereunder; provided, however, that nothing herein contained shall release, limit, modify or abridge the obligations of the parties fully to perform, execute and carry out the provisions of the Agreement incorporated herein.

6. All the rights, claims and demands, of every kind, nature and description, which each party has or may hereafter have, or claim to have against the other, including all liabilities now or at any time hereinafter existing or accruing on account of attorneys' fees, dower, or rights in lieu thereof,

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incident to the marriage relationship existing between the parties hereto, shall be and the same are forever discharged, extinguished, released and ended; and all matters and charges whatsoever, and any and all manner of actions or causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, torts, and demands whatsoever in law or in equity, which each party ever had, has or which he or she, his or her heirs, executors, administrators or assigns, or any of them hereafter can, shall or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date hereof, shall be and the same are forever released, discharged, barred, terminated and extinguished; provided, however, nothing herein contained shall release, limit, modify, or abridge the obligation of the parties to perform, execute and carry out the provisions of the Agreement incorporated herein.

ENTER:

[Signature]

Judge

APPROVED:

[Signature]

[Signature]

[Signature]

TAG

Muller Davis, Esq.
Davis, Friedman, Zavett, Kane & MacRae
140 South Dearborn Street, Suite 1600
Chicago, Illinois 60603
782-2220

THESE INSTRUMENTS WERE FILED FOR RECORD IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON THIS 11TH DAY OF FEBRUARY, 1983.
1142820

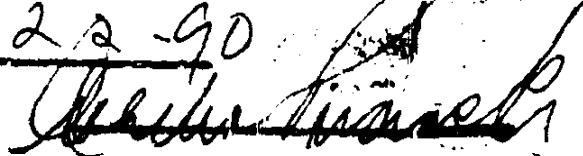
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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 10-22-90



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

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LAW OFFICES

DAVIS, FRIEDMAN, ZAVETT, KANE & MACRAE

THE MARQUETTE BUILDING
SUITE 1600

140 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603

TELEPHONE (312) 782-2220
FAX (312) 782-0464

BENJAMIN B. DAVIS (1946-1977)
WILLIAM C. BOYDEN (1946-1968)

MULLER DAVIS, P.C.
JAMES T. FRIEDMAN, P.C.
ERROL ZAVETT
LARRY R. KANE, P.C.
RODERICK E. MACRAE
MARCIA S. LIPKIN, P.C.
MURIEL KUHS
JAMES L. RUBENS
ROBERT T. BADESCH

November 19, 1990

To: First American Title Company

Registrar of Titles
Torrens Office

Re: Frey

The Settlement Agreement provided is a true and accurate copy of
the one referenced in the Divorce Decree in case No. 86 D 17025.

DAVID, FRIEDMAN, ZAVETT, KANE
& MACRAE

By 
Larry R. Kane

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Circuit 11 X 1 2

MD/kpk 01-19-89

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of January, 1989, between MARY E. FREY, hereinafter referred to as "MARY," of the County of Cook and the State of Illinois, and DONALD N. FREY, hereinafter referred to as "DONALD," of the County of Cook and the State of Illinois.

WITNESSETH:

(a) The parties were lawfully married in Gary, Indiana on December 23, 1971.

(b) Unfortunate and irreconcilable difficulties and differences have arisen between the parties, as a result of which the parties separated in July, 1982.

(c) No children were born to the parties as the issue of the marriage, and none were adopted by the parties. MARY is not pregnant.

(d) MARY filed a Praecipe for Dissolution of Marriage; DONALD filed a Counter-Petition for Dissolution of Marriage, all in the Circuit Court of Cook County, Illinois, entitled "In re the Marriage of Mary E. Frey, Petitioner and

M. E. Frey
D. N. Frey

Certification Attached

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Counter-Respondent, and Donald N. Frey, Respondent and Counter-Petitioner" known as Cause No. 86 D 17025. The cause is pending and undetermined in the Court.

(e) Without any collusion as to the pending dissolution proceedings between the parties (but without prejudice to any right of action for dissolution which either may have), the parties hereto consider it to their best interests to settle between themselves now and forever the questions of maintenance, alimony and support of MARY and DONALD, and any and all rights of property and otherwise growing out of the marital or any other relationship now or previously existing between them, or which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them.

(f) DONALD has employed and had the benefit of counsel of Muller Davis, of Davis, Friedman, Zavett, Kane & MacRae, as his attorneys. MARY has employed and had the benefit of the counsel of Joseph N. Du Canto of Schiller, DuCanto & Fleck, Ltd. as her attorneys. DONALD acknowledges that he has been fully informed of the wealth, property, estate, income and liabilities

Handwritten signature and initials

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of MARY and he has been fully advised of his rights in the premises, and that he is conversant with all of the wealth, property, liabilities, and income, possessed by MARY and the value thereof. MARY acknowledges that she has been fully informed of the wealth, property, estate, income and liabilities of DONALD and she has been fully advised of her rights in the premises, and that she is conversant with all of the wealth, property, liabilities, and income possessed by DONALD and the value thereof. The aforesaid acknowledgments are based upon voluntary exchanges of information, the deposition of DONALD, and the parties have directed their attorneys not to pursue further discovery.

NOW, THEREFORE, in consideration of the foregoing and the sum of TEN DOLLARS (\$10.00) in hand paid by each party to the other, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency whereof are hereby acknowledged, the parties do freely and voluntarily agree by and between themselves as follows:

1. This Agreement is not one to obtain or stimulate a dissolution of marriage. DONALD reserves the right to prosecute any action for dissolution which he has brought or may hereafter bring and defend any action which has been or may be commenced by

03827411

Handwritten initials/signature

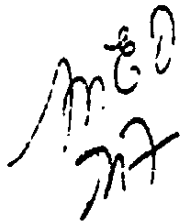
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MARY. MARY reserves the right to prosecute any action for dissolution which she has brought or may hereafter bring and defend any action which has been or may be commenced by DONALD.

Maintenance and Alimony Waiver

2. MARY acknowledges that the income to be generated from the property settlement contained in this Agreement is fully adequate to provide for her own support and maintenance, and that she therefore does not require any maintenance, alimony, or support from DONALD. MARY agrees that she will not ask the court to allow her any maintenance or alimony from DONALD, and she will inform the court that she has income adequate to provide for her own support and maintenance, and that it is her desire to forever waive and release her rights and claims to maintenance and alimony and support, past, present, and future from DONALD. DONALD acknowledges that he is employed and his income is fully adequate to provide for his own support and maintenance, and that he therefore does not require any alimony, maintenance, or support from MARY. DONALD agrees that he will not ask the court to allow him any alimony or maintenance, and that it is his desire forever to waive and release his rights and claims to alimony and maintenance, past, present, and future, from MARY.



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*Ms
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*Ms
G24*

3. MARY and DONALD agree upon the following provisions set forth in subparagraphs 3(a) through 3(f) below as an assignment of non-marital property to the appropriate party, as a division of marital property in acknowledgment of the parties' respective contributions to the accumulated marital estate, and as full and final settlement and satisfaction of their respective marital, property, and estate rights and claims of the parties:

3(a) on February 1, 1989, DONALD shall pay to MARY the sum of one million five hundred fifty thousand dollars (\$1,550,000.00) which shall be transmitted by wire to an account ~~which MARY shall designate, number 2733306 at Exchange National Bank in the name of MARY E. FRY.~~

3(b) Title to the marital cooperative apartment of the parties located at 1500 Lake Shore Drive, Chicago, Illinois, legally described on Exhibit A attached hereto and made a part hereof, (referred to throughout this agreement as the "marital apartment"), is presently held in the name of MARY. The value of the marital apartment is estimated to be a net of \$550,000, and it is not subject to a mortgage. On the effective date of this

Marital and Property Settlement

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legally described on Exhibit B attached hereto and made a part parties located at 6767 N. Ocean Blvd., Ocean Ridge, Florida, Title to the vacation cooperative home of the 3(c)(1)

relating to the marital apartment. property, together with all other documents in his possession relating to the adjusted basis and holding period of the contents, and to deliver to MARY all records in his possession term of the policy insuring the marital apartment and its this Agreement DONALD agrees to assign to MARY the balance of the connected with the marital apartment. On the effective date of insurance premiums, assessments, and other expenses in any way liability for the real estate taxes (billed and unbilled), administrators, and assigns free and harmless of and from any agrees to indemnify and hold DONALD, his heirs, executors, representation and warranty shall survive the conveyance. MARY lien or encumbrance against the marital apartment and his apartment. DONALD represents and warrants that he has caused no DONALD's right, title, and interest in and to the marital apartment, in form satisfactory to MARY, conveying to MARY all of proprietary lease and shares of stock relating to the marital Agreement, DONALD agrees to deliver to MARY properly executed

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hereof (referred to throughout this Agreement as the "vacation home") is presently held by the parties in joint tenancy. The vacation home is presently listed for sale for \$750,000.00, and it is not subject to a mortgage. On the effective date of this Agreement, MARY agrees to deliver to DONALD shares of stock and proprietary lease relating to the vacation home, properly executed in form satisfactory to DONALD, conveying to DONALD all of MARY's right, title, and interest in and to the vacation home. MARY represents and warrants that she has caused no lien or encumbrance against the vacation home, and her representation and warranty shall survive the conveyance. From the date of the conveyance to DONALD of MARY's interest in the vacation home, DONALD agrees to pay, and to indemnify and hold MARY, her heirs, executors, administrators, and assigns free and harmless of and from any liability for the real estate taxes, insurance premiums, assessments, maintenance, and all other expenses connected with the vacation home. On the effective date of this Agreement, MARY agrees to assign to DONALD the balance of the term of the policy insuring the vacation home and its contents, and to deliver to DONALD all records in her possession relating to the adjusted

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basis and holding period of the property together with all other documents in her possession relating to the vacation home. When the vacation home is sold, DONALD shall receive the entire proceeds of the sale of the vacation home, as his sole property, free of any right, title, or interest of MARY, and DONALD shall be responsible for, and shall indemnify and hold MARY, her heirs, executors, administrators, and assigns harmless from any liability for, capital gains taxes and commissions incurred in connection with the sale of the vacation home.

3(c)(11) On the date of the closing of the sale of the vacation home, DONALD agrees to pay to MARY the sum of Six Hundred Thousand Dollars (\$600,000.00). The payment pursuant to this subparagraph 3(c)(11) is part of a property settlement and no interest shall accrue or shall be imputed with respect to the deferred payment. The aforesaid payment by DONALD to MARY shall be made regardless of the sale price of the vacation home. Should the net proceeds from the vacation home exceed \$600,000.00, DONALD shall be the sole owner of the excess, free of any right, title, and interest in MARY, and should the net proceeds be less than \$600,000.00, DONALD shall still pay to MARY the sum of \$600,000.00 as herein provided.

3(c)(11) As and for an additional property settlement, DONALD agrees to pay to MARY the sum of Four Thousand Dollars

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(\$4,000.00) per month, the first payment of \$4,000.00 to be paid on February 1, 1989, and a like monthly payment of \$4,000.00 to be paid on the first day of each succeeding month thereafter until the payment by DONALD to MARY of \$600,000.00 pursuant to subparagraph 3(c)(11) hereof. After payment of the \$600,000.00 by DONALD to MARY pursuant to subparagraph 3(c)(11) hereof, the payments pursuant to this subparagraph 3(c)(11) shall terminate.

3(a) Title to DONALD's apartment located at 3470 Lake Shore Drive, Chicago, Illinois, legally described on Exhibit C attached hereto and made a part hereof, the permanent real estate index number of which is _____ (referred to throughout this agreement as "DONALD's apartment"), is presently held in DONALD's name. The value of DONALD's apartment is estimated to be \$250,000.00, and it is not subject to a mortgage. On the effective date of this agreement, MARY agrees to deliver to DONALD a properly executed quit claim deed, in form satisfactory to DONALD, conveying to DONALD all of MARY's right, title, and interest in and to DONALD's apartment. MARY represents and warrants that she has caused no lien or encumbrance against DONALD's apartment and her representation and warranty shall survive the conveyance. DONALD agrees to indemnify and hold MARY, her heirs, executors, administrators,

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to MARY all of DONALD's right, title, and interest in and to executed quit claim deed, in form satisfactory to MARY, conveying of this Agreement, DONALD agrees to deliver to MARY a properly mortgage in the amount of \$35,000.00. On the effective date property is estimated to be \$8,500.00, and it is subject to a in the name of MARY. The net equity value of MARY's Michigan this Agreement as "MARY's Michigan property", is presently held attached hereto and made a part hereof (referred to throughout ~~Notar~~ ^{Notar} Union Pier, Michigan, legally described on Exhibit D 3(e) Title to MARY's Michigan property located at 9844

02

02

documents in her possession relating to DONALD's apartment. basis and holding period of the property, together with all other DONALD all records in her possession relating to the adjusted insuring DONALD's apartment and its contents, and to deliver to DONALD's apartment, the balance of the term of the policy MARY agrees to assign to DONALD the title insurance policy for DONALD's apartment. On the effective date of this Agreement assessments, and other expenses in any way connected with real estate taxes (billed and unbilled), insurance premiums, and assigns free and harmless of and from any liability for the

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~~... (furnishings, furniture, silver, artwork, menswear) and like~~
 located in the residence here and in DONALD's apartment, which
 furniture, silver, artwork, menswear, and like personal property
 of her right, title and interest in and to the furnishings
 the contrary, MARY agrees to and does hereby assign to DONALD all
 Personal property, to be divided pursuant to agreement of the parties
 relating to MARY's Michigan property.
 property, together with all other documents in his possession
 relating to the adjusted basis and holding period of the
 contents, and to deliver to MARY all records in his possession
 term of the policy insuring MARY's Michigan property and its
 insurance policy for MARY's Michigan property, the balance of the
 of this Agreement DONALD agrees to assign to MARY the title
 connected with MARY's Michigan property. On the effective date
 and unpaid, insurance premiums, and other expenses in any way
 from any liability for the mortgage, real estate taxes (billed
 executors, administrators, and assigns free and harmless of and
 conveyance. MARY agrees to indemnify and hold DONALD, his heirs,
 property and his representation and warranty shall survive the
 has caused no lien or encumbrance against MARY's Michigan
 MARY's Michigan property. DONALD represents and warrants that he

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by this subparagraph 3(g).

the indebtednesses, if any, on the automobiles assigned to each
executors, and assigns, free and harmless from any liability for
Each party shall indemnify and hold the other, his or her heirs,
MARY in the Ford and Mustang automobiles in his name.
name; DONALD shall own sole title to, free of any interest of
interest of DONALD in, the 1988 Ford Taurus automobile in her
3(g) MARY shall own sole title to, free of any

tk
C24

~~of MARY.~~

MARY's Michigan property, shall be the sole and separate property
like personal property located in the marital apartment and in
which furnishings, furniture, silver, artwork, jewelry, coats and
located in the marital apartment and in MARY's Michigan property,
silver, artwork, jewelry, and like personal property,
right, title, and interest in and to the furniture, furnishings,
and DONALD agrees to and does hereby assign to MARY all of his
apartment, shall all be the sole and separate property of DONALD;
~~personal property located in the marital home and in DONALD's~~

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property, free of any right, title, or interest in MARY.

DONALD shall own the aforesaid assets as his sole

(11) Ford Pension Plan

(10) Harris Bank IRA

(9) Bell & Howell Executive Retirement Plan

(8) Bell & Howell Replacement Benefit Plan

(7) Bell & Howell Profit Sharing

(6) Bell & Howell stock

(5) Bell & Howell stock options

and made a part heretofore

MARY listed on Exhibit E attached hereto

(4) Life insurance in the name of DONALD and/or

(3) Non-Bell & Howell stocks

checking, core trust

(2) Cash Accounts, CD's, Money Market,

DONALD's employment,

(1) Any and all benefits stemming from

name.

interest, and claim in and to the following assets in DONALD's

agree to assign and release to DONALD all of her right, title,

(h) On the effective date of this agreement, MARY

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HC
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3 (1) Except as otherwise herein provided, each of the parties hereto covenants and agrees that each of them shall have and retain sole and exclusive right, title, and interest in and to all of the property, marital or separate, presently in his or her respective possession or name or under his or her respective control upon the date of this Agreement, after first giving effect to the provisions of this Agreement.

3 (f) In connection with the aforesaid transfers and releases of property between MARY and DONALD pursuant to subparagraphs 3 (a) through 3 (l) hereof, and the general release paragraphs of this Agreement, the parties contemplate that, except as herein otherwise provided, the property transfers and releases are not subject to Federal or State tax pursuant to Section 1041 of the Internal Revenue Code (Domestic Relations Tax Reform Act) and the Illinois law, and each party, so far as is consistent with the Internal Revenue Code and the Illinois law, agrees to prepare their income tax returns accordingly; provided however, that in the event of any tax liability, the assessed party shall give timely notice to the other party, and the parties agree that they will request of the court that it reserve

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5. Each party agrees to pay all debts, obligations, and bills (including also obligations associated with assets and businesses received by each party pursuant to this agreement) which he or she has or hereafter incurs, except as otherwise

Liabilities

for such year which he or she shall have paid. shall be entitled to take credit for the payment of estimated tax joint Federal or State income tax return for such year, then each Federal or State income tax for any year, and they do not file a event the parties have filed a joint declaration of estimated shall reimburse the other for taxes heretofore paid. In the notwithstanding, neither party shall be liable to the other or or expense. Anything in the foregoing to the contrary against all claims and demands on account of any such deficiency deductions and agrees to indemnify and hold harmless DONALD connection with any such return which relates to her income and pay any deficiency assessed and expense incurred on or in be entitled to retain any refund allowed and paid, and agrees to demands on account of any such deficiency or expense. MARY shall agree to indemnify and hold harmless MARY against all claims and

the
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Let this done on his letter and furnished to Mary's counsel within 24 hours

Handwritten initials and scribbles

to propose MARY for membership in the Saddle & Cycle Club and to utilize his best efforts in seeking her admission thereto. Each

any right, title and interest in DONALD. DONALD further agrees

~~club, Gulf Stream, Florida to MARY as her sole property, free of~~

~~membership in the Ocean Club, Ocean Ridge, Florida and the Little~~

title, or interest in MARY. DONALD agrees to assign the parties' in Saddle & Cycle Club as his sole property, free of any right, 7. MARY agrees that DONALD shall own his membership

~~pay the premiums of the policy after the conversion.~~

policy presently insuring MARY to her own name. MARY agrees to necessary and appropriate steps to convert the medical insurance

~~6. DONALD agrees upon the request of MARY to take all~~

GENERAL PROVISIONS

except as herein otherwise provided.

Agreement) which he or she has incurred or hereafter incurs, assets and businesses received by each party pursuant to this obligations and bills (including also obligations associated with harmless and indemnified of and from any liability for any debts, legal heirs, personal representatives and assigns, free and herein provided, and each agrees to keep the other, his or her

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the marital relations existing between said parties hereto, under husband and wife, widow or widower, or otherwise, by reason of claims, and all other right, title, claim, interest and estate as descent, distribution, community interest, marital property, tort representatives and assigns, all rights of power, inheritance, and grant to the other, his or her heirs, personal hereby forever relinquish, release, waive, and forever quitclaim and except as herein otherwise provided, each of the parties does

9. To the fullest extent by law permitted to do so,

matter.

her domestic problems in cause Number 86 D 17025 or any other arising by reason of any service rendered each party in his and or asserted liabilities by any attorney, expert, or accountant representatives from any and all claims, demands, and obligations estate, heirs, executors, administrators, and personal indemnity and hold free and harmless the other, his and her as a result of these marital proceedings. Each party agrees to attorney's fees, expert fees, accounting fees, and costs incurred

8. Each party agrees to pay his and her own

clubs.

party shall hold the other harmless from any liability for dues, assessments, and all other costs associated with their respective

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IN SENATE
JANUARY 11, 1907

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1896

CHICAGO: THE OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE
1907

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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 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, or 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 either of the rights specified in and relinquished under this Paragraph 9 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 claim or suit so instituted by either party hereto, and 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 such deeds, releases or other instruments, and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment, or extinguishment of such rights; provided,

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however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other party of any obligations imposed upon, or undertaken by the other party under this Agreement.

10. Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and 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 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.

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In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County, Illinois, shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

11. Each of the parties hereby waives and relinquishes all rights to act as administrator-with-the-will-annexed of the estate of the other party, and each of the parties hereto 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 die intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the

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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 restriction or limitation whatsoever, except as herein otherwise provided.

12. Save and except as herein otherwise provided, and to the fullest extent that they may lawfully do so, all the rights, claims, and demands of every kind, nature and description, which each party has, or may hereafter have, or claim to have against the other, shall be and the same hereby are forever discharged, extinguished, released, and ended, and all matters and charges whatsoever, and any and all manner of actions or causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever, in law or in equity, which each party ever had, now has, or which he or she, his or her heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the effective date hereof, shall be and

Handwritten initials/signature

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[Faint, illegible text, likely bleed-through from the reverse side of the page]

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the same are, hereby forever released, discharged, barred, terminated, and extinguished; provided, however, that nothing herein contained shall release or limit the obligation of either of the parties hereto to comply with the other provisions of this Agreement.

13. In the event that any Judgment for Dissolution shall be entered in Cause No. 86 D 17025, in the Circuit Court of Cook County, Illinois, this Agreement shall be exhibited to the Court for its consideration. If the Court approves the Agreement, it shall be incorporated in said Judgment. The provisions of this Agreement shall come into full force and effect upon incorporation of this Agreement into a Judgment of Dissolution of Marriage between the parties. If no Judgment of Dissolution of Marriage between the parties incorporating this Agreement is entered, this Agreement shall be of no force or effect.

14. This Agreement shall be binding and inure to the benefit of the respective heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

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15. This Agreement shall be construed under the law of Illinois.

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

Mary E. Frey

Mary E. Frey

Donald N. Frey

Donald N. Frey

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARY E. FREY 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 she 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 25th day of January, 1989.

Kathleen B. West
OFFICIAL SEAL
Notary Public Illinois
Commission Expires May 21, 1990

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DONALD N. FREY 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of January, 1989.

Kathryn P. Kabel
Notary Public

OFFICIAL SEAL
KATHRYN P. KABEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 29, 1991

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QUITCLAIM DEED - SHORT FORM - (REV. 1987) (THREE COPY FORM) THE MISSOURI PRESS, INC., ST. LOUIS, MISSOURI

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

THIS INSTRUMENT, made January 25, 1989

MARY FRY, Divorced and Not Since Remarried,

3470 North Lake Shore Drive, Chicago, Illinois, and

MARY FRY, Divorced and Not Since Remarried,

1500 Lake Shore Drive, Chicago, Illinois, 60610

of the second part,

It is hereby acknowledged, that the said party of the first part, for and in consideration of \$10,000.00

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIET-CLAIM into the said party of the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land situated in the Township of Berrien County, and State of Michigan, and described as follows:

Lot 18, subdivision of East 36 feet of Lots 8 and 9 and Lots 10 to 14 and 19 to 29, Block 1, West 27.3 feet of Lot 11 and Lots 17 to 21 and 23 to 40, Block 2, Entire Block 3, East 33 feet of Lot 2, and Lots 3 to 20, Block 4, Entire Block 5, PLAT OF LAKEVIEW, UNION PIER, according to the Plat thereof, recorded October 8, 1923, in Volume 7 of Plats, page 7, Berrien County Records.

Together with all and singular the hereinafter and appurtenances thereto belonging in anywise appertaining: To have and to hold the said premises to the said party of the second part, and to his heirs and assigns, to the said party of the second part, and to the heirs and assigns of the said party of the second part, his heirs and assigns, forever.

(When applicable, promissory and relative words shall be read as plural, feminine or neuter, respectively.)

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, sealed and delivered in presence of

DONALD FRY

STATE OF ILLINOIS

Cook County

January 25, 1989

DONALD FRY

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

OFFICIAL SEAL

KATHRYN P. KABEL

NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES AUG. 29, 1991

Kathryn P. Kabel

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Chicago, IL 60657
3470 N. Lake Shore Dr., Apt. 23 A
Donald N. Frey

Chicago, IL 60603
140 South Dearborn, Suite 1600
Muller Davis

This instrument was prepared by Muller Davis, 140 So. Dearborn St., Suite 1600, Chicago, IL 60603
NOTARY PUBLIC
Commission expires 19

Property Address +

DECLARATION AND SURVEY), in Cook County, Illinois
COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID
PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE
1968, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID
OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 238025, ON APRIL 1,
AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TOWNSHIP TITLES
RECORDED UNDER TRUST NUMBER 1566 RECORDED IN THE OFFICE OF THE
TRUSTEE UNDER TRUST NUMBER 1566 RECORDED IN THE OFFICE OF THE
CONDOMINIUM MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO AS
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF
FEEB TO THE PLACE OF BEGINNING
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD, 298.96
SAID LOT, 150.84 FEET TO THE WESTERLY LINE OF SHERIDAN ROAD;
LINE OF HAWTHORNE PLACE; THENCE EASTERLY ALONG SOUTHERLY LINE OF
FROM THE WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY
POINT IN THE SOUTH LINE OF SAID LOT DISTANT 190 FEET EASTERLY
THE NORTHERLY LINE OF SAID LOT 150 FEET; THENCE SOUTHERLY TO A
WITH THE WESTERLY LINE OF SHERIDAN ROAD; THENCE WESTERLY ALONG
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT
THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF
OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN
LINE THEREOF OF THE FOLLOWING DESCRIBED TRACT OF LAND; THAT PART
THE NORTHERLY 25 FEET MEASURED AT RIGHT ANGLES WITH NORTHERLY
PARCEL 2
14 EAST OF THE THIRD PRINCIPAL MERIDIAN
A SUBDIVISION OF FICTITIOUS SECTION 21, TOWNSHIP 40 NORTH, RANGE
WESTERLY 54.75 FEET) IN BLOCK 19 IN HUNDLEY'S SUBDIVISION OF LOTS
OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING THEREFROM THE
THAT PART OF THE SOUTHERLY 40 FEET OF LOT 37 LYING SOUTHWESTERLY
PARCEL 1;
SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
UNIT 23-A IN 3470 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A

3927412

188 926 881

69-93-901

LEGAL DESCRIPTION
14-21-306-038-1053
Cook
State of Illinois, to wit:
all interest in the following described Real Estate situated in the County of _____ in the _____
(NAME AND ADDRESS OF GRANTEE)
Chicago, IL 60657
3470 N. Lake Shore Dr., Apt. 23 A
DONALD N. FREY, divorced and not since remarried,
CONVEY & QUIT CLAIM to _____
in hand paid,
State of _____ and no/100 _____
for the consideration of _____ DOLLARS,
of the _____ City of _____, County of _____, State of _____
THE GRANTOR, MARY E. FREY, divorced and not since remarried,
since remarried,

(The Above Space For Recorder's Use Only)

CAUTION: Grant a lawyer before using or acting upon this form. Verify the grantee's name for a particular purpose against any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

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EXHIBIT E

ALL POLICIES WERE PURCHASED PRIOR TO MARRIAGE AND ARE NON-MARITAL.

Date of Last Report	Present Loan Balance	Cash Value	Face	Description
11/88	\$ 3,591	\$13,548	\$22,153	Northwestern Mutual Life Policy #4382866 Purchased 1951
10/88	\$ 464	\$ 464	\$ 3,233	Northwestern Mutual Life Policy #3133320 Purchased 1941
09/88	\$ 1,433	\$ 4,789	\$10,577	Northwestern Mutual Life Policy #4601131 Purchased 1954
09/88	\$ 1,022	\$ 1,022	\$ 9,464	Provident Mutual Life Policy #1-109-068 Purchased 1948
09/88	\$ 4,814	\$ 2,666	\$10,000	National Service Life Policy #V610-8601 Purchased 1948
06/88	\$ 2,536	\$ 2,536	\$ 2,536	Teachers Ins. & Annuity Policy #A076772-1 Purchased 1950
	\$ 1,081	\$ 1,081	\$10,000	Great West. Life Assur. Policy #2292403 Purchased 1971
			\$100,000	Cincinnati Mtl. Exp. Life Company Director Insurance
	<u>\$14,941</u>	<u>\$32,353</u>	<u>\$167,963</u>	Totals

V. LIFE INSURANCE (SEE ATTACHED SUMMARY OF ORIGINAL INSURANCE LOANS):

DONALD N. FREY
November 3, 1988

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SENDER SUBSEQUENT TAX BILLS TO:
Donald N. Frey
3470 N. Lake Shore Dr., Apt. 23 A
Chicago, IL 60657

Muller Davis
140 South Dearborn, Suite 1600
Chicago, IL 60603

MAIL TO:

This instrument was prepared by Muller Davis, 140 So. Dearborn St., Suite 1600, Chicago, IL 60603
NOTARY PUBLIC
Commission expires _____

3470 Lake Shore Drive, Chicago, Illinois

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 15666 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20446824, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TOWNSHIP TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 280325 ON APRIL 1, 1968; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2
THE NORTHERLY 25 FEET MEASURED AT RIGHT ANGLES WITH NORTHERLY LINE THEREOF OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOT 1 IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT WITH THE WESTERLY LINE OF SHERIDAN ROAD; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 150 FEET; THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT DISTANT 190 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY LINE OF HAWTHORNE PLACE; THENCE EASTERLY ALONG SOUTHERLY LINE OF SAID LOT, 150.84 FEET TO THE WESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD, 298.96 FEET TO THE PLACE OF BEGINNING.

PARCEL 1:
THAT PART OF THE SOUTHERLY 40 FEET OF LOT 37 LYING SOUTHWESTERLY OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING THEREFROM THE WESTERLY 54.75 FEET) IN BLOCK 19 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

LEGAL DESCRIPTION

THE GRANTOR, MARY E. FREY, divorced and not since remarried,
of the City of Chicago, Illinois, County of Cook,
for the consideration of _____ DOLLARS,
CONVEY S and QUIT CLAIMS to
DONALD N. FREY, divorced and not since remarried,
3470 N. Lake Shore Dr., Apt. 23 A
Chicago, IL 60657
(NAME AND ADDRESS OF GRANTEE)
all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

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27 526 881

3927412

69-93-9c

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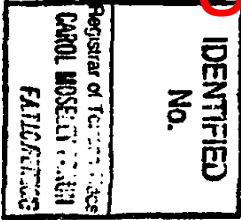
3927412

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CAROL MOSELEY DEAN
REGISTRAR OF TITLES

3927412

3927412



FIRST AMERICAN TITLE OF THE MID-WEST
103 NORTH LA SALLE, SUITE 400
CHICAGO, IL 60602
(312) 750-6780

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