| Certificate No | 1314523 | Document No. 3045841-F |
|--|--|--|
| TO THE REGISTRAR OF COOK COUNTY, ILLING | | |
| You | are directed t | to register the Document hereto attached |
| on the Certificate | 1314523 | indicated affecting the |
| following described | i premises, to- | wit: |
| Subdivision of the (1) of Section 31, Meridian, lying Nor (except that part 1, 2, 1890, as Documen of Land 0.13 feet w starts 933.38 feet according to Plat the of Cook County, Ill: | West 1311.75 ferownship 42 Northerly of the conveyed the Number 124348 ide along the Esouth of the Nohereof register inois, on March | et of that part of the Southeast Quarter of the Range 11, East of the Third Principal center of road, in Cook County, Illinois, it to Carl Behlendorf; by Deed, recorded April 36, in Book 2866, Page 314, being a Strip East Side thereof of the North end of which orth Line of said Southeast Quarter (1), red in the Office of the Registrar of Titles 14, 1956, as Document Number 1656762. |
| | | |
| 21 | 42N | North Range 11 Fist of the |
| Section 31 To | wnship <u>42N</u> | North, Range 11 East of the |
| Third Principal Mer | idian, Cook Cou | inty, Illinois. |
| CHICAGO, ILLINOIS | 1/2 | WILLIAM. J. KELLY, JR. |
| CHICAGO, ILLINOIS | <u>4/4</u> 19 <u>4</u> | <u>′/</u> . |

H0 North Carpenter Street − Chicago, Illinois 6060° 312.633.3050 Fax: 312.633 1111

Jeffrey D. Jacobs

April 5, 1991

Registrar of Torrens Titles

Marriage of William and Peggy Kelly RE:

Case No. 80 D 15803

To Whom it May Concern:

JACØBS

May this letter serve as an affirmative statement that there are no fees owed to me or my One.

One. law firm by any of the parties in the aforecaptioned matter, said fees having been paid in full.

March 28, 1991

Registrar of Torrens Titles 118 North Clark Street Chicago, Illinois 60602

Re: Certificate #1314523

Gentlemen:

I, Peggy McGinnis, formerly Peggy G. Kelly, hereby state that I have received in full, the amount of \$30,000.00 cash from William J. Kelly, Jr. This amount was received in compliance with ARTICLE VII of the Settlement Agreement entered into between William Kelly and me on December 18, 1981.

PAGGY G. KELLY

PEGGY MAJANIS

13287 East Amhurut Avenue Aurora, Colorado 80014

ROBERTS, SIMON & EVEN, LTD. Apr 15,91 16:07 No.009 P.02 ÜNÖFFICIĄĻ JOHN D. KIGHTLINGER, P.C. ATTORNEY AT LAW 214 SOUTH EMERSON MT. PROSPECT, ILLINOIS 60056 April 12, 1991 TEL. (708) 818-9045 * PAX. (708) \$18-1101 Registrar of Torrens Titles of Cook County, Illinois Marriage of William and Peggy Kelly Re: Case No 80 D 15803 Circuit Court of Cook County Illinois

Please be advised that I was the attorney of record for Peggy Kelly in the above-mentioned Dissolution of Marriage case. The firm name of Meinharat and Kightlinger, Ltd. may also be shown as the attorneys of record for Peggy Kelly.

In any event, this letter is to advise that all fees and costs related to the above cuse have been paid to John D. Kightlinger and Meinhardt & Kightlinger, Ltd. and no further claim is made for any fees and costs

Cordially,

John D. Kijitisger John D. Kightlinger

JDK/1k

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| OUSTY OF COOK |) | | |
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IN THE CERCELL COPRE OF GOOK COUNTY THE COMES COUNTY DEPARTMENT

DOMESTIC RELATIONS DIVISION

| | | • |
|------------------------|----------------------|---|
| IN RETHE MARRIAGE OF | 3 | • |
| <u></u> |) | 1 |
| RILLIAM L. KELLY, JR., |) | |
| 0. |) | |
| 30 titioner |) | |
| |) | |
| and Ox |) 40, 80)-15803) | |
| PEGGY G. KELLY, | , | |
| Kespanden |) | |

AUDOMENT FUR TESSOLUTION OF BARRIAGE

1813 CAPSE comes now to be heard upon the Petition for Dissolution of Marriage of the Politimer, WILLIAM & KELLY, JR., and the appearance and answer thereto of the Respondent, PECGY G. KELLY, the Petitioner appearing in Open Seart in his own proper person, and by and through his attorneys, FOOS, MCOBS & DAVID ASSOCIATED, and the Respondent appearing in Open You't in her own proper person by and through her attorney, JOHN D. KICATAINGER, and the Court having heard evidence adduced and argument of counsel and being fully advised in the premises tinds:

- 1. That the Court was jurisdiction of the parties and the subject matter berein.
- 2. That the Petitioner is now and was at the time of the filling of this action and has been for more than electy (90) days famicallately prior to making of findings by this Court, and this cause dominited in the State or Iffinois,

7-18-31 no leurs and nerghto hage

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UNOFFICIAL CORY Designation

primed in marriage on April 8th, 3971, and said marriage was resistered in Youkers, New York,

parties; namely RYAS RELLY, born December 2nd, 1974, and RACE RELLY, born December 2nd, 1974, and RACE RELLY, born form some 9th, 1977; and that no children were adopted by the parties and the Respondent is not correctly pregnant.

that it is in the best interest and welfare of their minor children that the Respondent have the sole care, custody, control and education of the minor children.

- 5. That the Respondent, PECCY G, KLLLY, without fault or progreation on the part of the Petitioner, has been guilty of mental crosses within the meaning and intent of the Illinois Marriage and Dissolution of Marriage Act.
- h. That the Tetitioner has substantially proven the marital allegations of his Petiticy for Dissolution of Marriage heretofore filed, and the parties are eatified to a judgment for Dissolution of Marriage as prayed in the Petitioner's said Petition for Dissolution.
- 7. That the parties have entered form a written property settlement Agreement providing for the settlement of property, marital and non-marital, including dower and homestead, maintenance and any other claims between them which either of them and has or may have in the future against them, and that this written agreement is talk, equitable and not unconscionable, and that the parties are desirous to incorporate said written agreement within this Judgment for absolution of Marriage and that said written agreement is in words as follows:

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A Contract

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and executed by and between PEGGY G. KELLY, hereinafter called "WIFE", and WILLIAM J. KELLY, JR., hereinafter called "HUSBAND", this PETH day of December, 1981.

WITHESSETH:

WHEREAS, disputes have arisen between the HUSBAND and WIFE and irreconcilable differences exist making it intolerable for them to live together as husband and wife, and

WHEREAS, proceedings for Dissolution of Marriage instituted by the HUSB(M) are pending in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, said action being Case No. 80D-15803, and

interests to settle between themselves and forever their respective rights of property, rights to support, and any and all other rights of property and otherwise growing out of the marriage relationship existing between them, and which either of them now has or may hereafter have or claim to have against the other, and all rights of any kind, nature and description which either of them now has or may hereafter have or claim to have in and to any property of any kind, nature and description, real, personal or mixed, now owned or which may hereafter be acquired by either of them, and

WHEREAS, the WIFE has employed and had the benefit of counsel of JOHN D. KIGHTLINGER, of MEINHARDT & KIGHTLINGER, LTD., as her attorneys. The HUSBAND has employed and had the benefit of counsel of JEFFREY D. JACOBS, of FOOS, JACOBS & DAVID ASSOCIATED, as his attorney. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income

of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.

WHEREAS, the parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, for good and valuable consideration, the receipt and sufficiency of which shall be and is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

RIGHT OF ACTION

- 1.1 This Agreement is not one to obtain or stimulate a Dissolution of Marriage.
- 1.2 HUSBAND reserves the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which may be commenced by WIFE. WIFE reserves the right to prosecute any action for Dissolution of Marriage she may hereafter bring and defend any action which has been or may be commenced by HUSBAND.

ARTICLE 11

CHILD CUSTODY AND VISITATION

2.1 It is acknowledged that WIFE and HUSBAND are loving and devoted parents who have endeavored to cooperate in all matters materially affecting their minor children. It is in this spirit the parties agree, that it is in the best interest and welfare of their minor children that WIFE have the sole care,

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- 2.2 HUSBAND shall have the right to reasonable visitation with the minor children.
- 2.3 WIFE and HUSBAND acknowledge and agree that their childrens' best interest and welfare is paramount and that the foregoing provisions for visitation should remain flexible and not interfere with the childrens' well-being and regular schedule. If a conflict should arise, both parties will communicate with one another in order to make alternative arrangements for HUSBAND'S visitation with the children.
- the minor children to Denver, Colorado. WIFE specifically grants to the HUSBAND visitation with the minor children in Illinois, or his home if in another state, at least one continuous month per year that shall not conflict with their schooling. In addition as the children get older, the WIFE shall support the reasonable wishes of the children as to visitation with their father, to allow the visitation of the children with their father for the summer.

The parties shall alternat, holidays, birthdays and other school vacations.

In the event a visitation period is made unavailable by illness of the father or child, the parties (hall cooperate to implement substitute visitation.

Due to the fact that visitation with the children is limited because of the out of state residence, the WIFE shall be as flexible and cooperative as possible to accommodate the HUSBAND'S visitation.

2.5 Both WIFE and HUSBAND shall do everything within their power to foster the love and affection of the children for both parents and to make every effort to agree on all matters involving their welfare and health, so that the children may have proper physical and emotional growth and retain respect and affection

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for their mother and father. In fristering same, Wife agrees that HUSBAND shall be allowed to communicate with the children at their residence on a regular basis.

ARTICLE III

UNALLOCATED MAINTENANCE

AND CHILD SUPPORT

- 3.1 HUSBAND agrees to pay to the WIFE as and for non-Mocated maintenance and child support the sum of ONE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS (\$1,233.00) per month, payable by monthly commencing January, 1982.
- 3.2 When the WIFE leaves for Denver, Colorado to begin living on a regular full-time basis with the minor children, the unallocated maintenance and child support shall be increased to ONE THOUSAND SIX HUNDRED AND THIRTY-THREE DOLLARS (\$1,633.00) per month payable bi-monthly to end of December 1982.
- 3.3. Commencing January 1983, if the WIFE is living with the minor children in Denver, Colorado, the HUSBAND shall pay as and for unallocated support the sum of EIGHT HUNDRED DOLLARS (\$800.00) per month, payable \$1-monthly.
- ment thereof as hereinabove described is to be considered nonallocated periodic payments payable incident to the entry of a
 Judgment for Dissolution of Marriage and in discharge of the
 legal duty of the HUSBAND to support and maintain the WIFE, and
 are to be includable in the gross income of the WIFE and deductible from the gross income of the HUSBAND, all within the meaning
 and intent of the provisions of Section 71 and Section 215 of the
 Internal Revenue Code of the United States of America of 1954,
 as amended, or any identical or comparable provisions of any
 Revenue Code or amendment thereof hereafter enacted. This Agreement has been negotiated and executed on the assumption that such
 deductibility by the HUSBAND and includability by the WIFE will
 continue during the term of this Agreement.

3.5 The abovementioned unallocated maintenance and child support payments are based on the HUSBAND'S gross income for the calendar year 1981 and said amounts payable shall be non-modifiable and shall be incapable of change, amendment or alteration by the parties except by mutual consent of the parties or a material change in circumstances of the gross income of either the HUSBAND or the WIFE.

- 3.6 The abovementioned unallocated maintenance and chill support shall continue to be paid by the HUSBAND until the first to occur of the following:
 - A. The WIFE remarries;
 - B. The death of the WIFE;
 - C. The death of the HUSBAND.

In the event of the WIFE'S remarriage, the aforesaid payments shall be reduced to SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month payable bi-monthly.

In the event of the death of either the HUSBAND or the WIFE, the payments shall stop and abste in full.

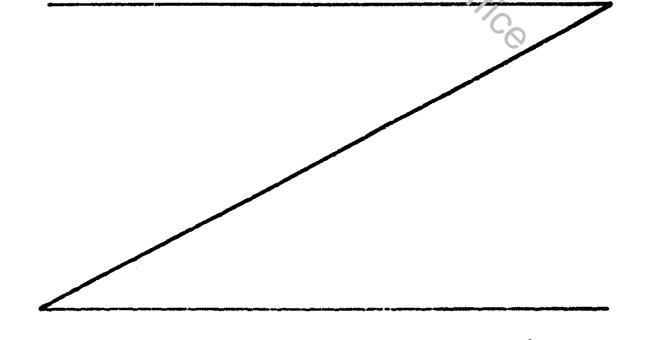
- 3.7 The abovementioned unallocated maintenance and child support payments shall abate one half (1/2) when the oldest child reaches the age of eighteen (18) years, and in total when the youngest child reaches the age of eighteen (18) years.
- 3.8 The WIFE agrees that HUSBAND shall have the sole and exclusive right to take and claim the minor children as his personal exemptions and dependents for Federal and State Income Tax purposes, on the 1981 Helievel and State tax returns only. Seguinney in 1984 He wife shall claim the innine Miller is Deliveling.
- 3.8(A) HUSBAND shall provide evidence of his earnings to WIFE'S counsel, when requested no more than once per year.

shall abate by ONE HUNDRED DOLLARS (\$100:00) per week for each week the children are having visitation with their father in the State of Illinois for fourteen (14) days or more. For example, if the children visit with the father for ten (10) days there shall be no abatement. If the children visit for fourteen (14) days there shall be an abatement of TWO HUNDRED DOLLARS (\$200.00); twenty-one (21) days THREE HUNDRED DOLLARS (\$300.00), and so on.

ARTICLE IV

MEDICAL AND DENTAL EXPENSES

- 4.1 HUSBAND agrees to keep and maintain the minor children of the parties on his medical, hospital and health insurance policy until they reach the age of eighteen (18) years.
- 4.2 WIFE mall be solely responsible for all of the ordinary medical and dental expenses of the parties' minor children which are excluded by or in excess of the coverage provided by HUSBAND'S medical and health insurance policy.
- 4.3 To the extent that any "extraordinary" medical or dental expense incurred on behalf of the parties' minor children is not covered by or is in excess of the coverage provided by HUSBAND'S health insurance policy, then the payment of same shall be the sole and exclusive responsibility of HUSBAND.



shall include, but not by way of limitation, all teeth straightening, major dental work, orthodontic care, surgical operations and services rendered as a result of serious accidents or incident to the treatment of serious illnesses requiring hospitalication or extended medical care, but shall not include routine physical examinations, the treatment of minor ailments, drug supplies (except if required in the treatment of serious illness or disability), dental prophylaxis, the filling of simple cavaties and the like.

and supportions before incurring any extraordinary medical or dental excases on behalf of the parties' children. Where such contemplated medical or dental costs are "extraordinary" in nature and of substantial expense, WIFE shall give HUSBAND thirty (30) days written notice of her intention to incur such expense on behalf of the parties minor children. It is understood by HUSBAND that WIFE'S obligation to consult with him and give advance notice shall not apply in cases of a medical emergency.

ARTICLE V

CHILDREN'S EDUCATION

- 5.1 To the extent of their financial abilities at the time, HUSBAND and WIFE agree to provide the minor children with the financial assistance necessary to enable them to secure and to attend an accredited undergraduate college institution after completion of high school, if the child or children has the aptitude and willingness to attend.
- 5.2 HUSBAND shall be informed of the minor children's academic and social progress in school and he shall have the right to attend parent-teacher conferences and other school functions.

In addition, HUSBAND shall have the right to communicate with the children's teachers and other school personnel as

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necessary and WIFE shall cooperate with HUSBAND and execute any authorizations or other documents which may be required by the children's schools in order to facilitate the minor children's communication.

ARTICLE VI

LIFE INSURANCE

6.1 That HUSBAND shall maintain and keep in full force and effect sufficient life insurance on his life in order to pay for the unallocated maintenance and child support of the minor children. The HUSBAND further agrees to designate as irrevocable beneficiaries the minor children, and that said insurance shall remain in full force and effect until the youngest child reaches the age of eighteen (18) years.

ARTICLE VII

PROPERTY SETTLEMENT

- 7.1 The following property settlement provisions dispose of the interests of the HUSBAND and WIFE in connection with "marital property" or any other property obtained by the parties during the term of the marriage:
 - A. The HUSBAND and WIFE presently jointly own real estate located at 635 South Kennicott, Artington Heights, Illinois, said property being legall; described in Exhibit "A" attached hereto. The WIFE agrees to deliver to the HUSBAND upon the entry of a Judgment herein, a Quit Claim Deed conveying all her right, title and interest in said property, and in exchange for said Deed, the HUSBAND agrees to pay to the WIFE, upon at least fourteen (14) days notice prior to her leaving to take up full-time residence in the State of Colorado, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00).

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- B. Upon said delivery of deed and payment, the hospital have sore and exclusive use/and occupancy of said residence and he shall be solely responsible for all payments to become due on the existing mortgage, real estate taxes, insurance, utilities, maintenance, decorating, and minor repairs, saving and holding WIFE harmless with respect thereto.
- C. The HUSBAND shall be awarded as his sole and separate property his rights in any pension, profit-sharing or other employee benefits, and the WIFE relinquishes and waives any and all claims she may have expainst said funds.
 - D. The WIFE shall be awarded as her sole and separate property the FIVE THOUSAND DOLLAR (\$5,000.00) certificate of deposit in the Wisconsin Dairyland Credit Union.
 - E. The HUSBAND agrees to provide for the WIFE at his expense and cost a lare model 1975; 1980 or 1981 automobile with a warranty of at least twelve (12) months or 12,000 miles. It is understood that the HUSBAND may finance said automobile at his sole cost and expense. The WIFE shall be the titleholder on said car subject to any liens the HUSBAND shall be responsible for, and shall be solely responsible for gas, oil and maintenance not covered by warranty and insurance coverage in full for liability and collision.
 - F. The HUSBAND is awarded as his sole property the household furniture and furnishings located in the former marital residence listed on Exhibit "B". The WIFE is awarded the balance of the furniture and furnishings.
 - G. WIFE shall keep as her sole property, free and

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on deposit held by WIFE in any bank or depository or safe deposit box and standing in her name or that of her nominee or in the joint names of WIFE and her nominee, or WIFE and any third party. HUSBAND shall execute, upon demand by WIFE, any and all documents necessary to effectively release any claim or right held by him in those accounts.

ii. Likewise, HUSBAND shall keep as his sole property, free and clear of any interest of WIFE, all of the funds on deposit held by HUSBAND in any bank or depository or safety deposit box and standing in his name or that of his nominee or in the joint names of HUSBAND and his nominee, or HUSBAND and any third party. WIFE shall execute, upon demand by HUSBAND, any and all documents necessary to effectively release any claim or right held by her in those accounts.

ARTICLE VIII

DEBTS

- 8.1 HUSBAND agrees to be solely responsible for the payment and satisfaction of any and all outstanding debts and obligations incurred by him individually since separation from the WIFE and also the HUSBAND agrees to pay, and hold the WIFE harmless on, the debts described in Exhibit "C" hereto.
- 8.2 Except as otherwise stated, WIFE agrees to be solely responsible for the payment and satisfaction of any and all outstanding debts and obligations incurred by her individually, and she further agrees to indemnify HUSBAND against and hold him safe and harmless from any claim, liability or loss occasioned by such debts and obligations.

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ATTORNEY'S FEES

- 9.1 HUSBAND agrees to contribute to JOHN D. KIGHTLINGER as and for his WIFE'S attorney's fees and costs incurred in connection with these proceedings the sum of SEVEN HUNDRED DOLLARS (\$700.00), and said amount shall be payable thirty (30), sixty (60), and ninety (90) days from the entry of a Judgment herein.
- 9.2 HUSBAND agrees to pay his own attorney's fees to FOCS JACOBS, & DAVID ASSOCIATED in full upon billing.

ARTICLE X

MISCELLANEOUS PROVISIONS

- 10.1 Other than that which is previously provided for herein, the HUSBAND and WIFE waive all claims of maintenance against one another and agree to be barred from said claims.
- offect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.
- 10.3 This Agreement contains the entire uncerstanding of the parties, and there are not representations, were notices, covenants or undertakings other than those expressly set forth herein.
- 10.4 Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge of the facts and full information as to the legal rights and liabilities of each, and that each believes the Agreement to be reasonable.
- 10.5 That each of the parties, his or her heirs, executors or administrators, upon demand of each other, at any time hereafter shall execute and deliver to the other party any and all instruments and documents as may be designated herein or as may

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be reasonably necessary to make effective the provisions of this Agreement, and to release his or her respective interest in any property (personal or real) belonging to or awarded to the other, the intention being the property settlement provided in this Agreement shall constitute complete adjustment of the property rights of the parties hereto.

- 10.6 That except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive, and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has, or may hereafter have, as HUSBAND and WIFE, WIDOWER, WIDOW or otherwise, or by reason of the marital relationship now existing between the parties hereto or ty virtue of any present or future law of any state or of the Unital States of America or any other country 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. Each of the parties hereto further covenants and agrees and binds for himself and herself and his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.
- HUSBAND and the WIFE jointly in connection with income taxes paid for previous years, the refund shall be the property of the HUSBAND. HUSBAND is authorized to endorse and negotiate any refund checks or drafts by signing WIFE'S name.
- shall make to WIFE under ARTICLE III has been arrived at and agreed upon by the parties in the light of existing Federal Income Tax laws, rules and regulations which make such payments deductible by HUSBAND and taxable to WIFE. In the event there shall henceforth be a change in the applicable tax laws, controlling case law, or relevant rules and regulations, or a disallowance or appecific ruling by an agent of the Internal Revenue Service or

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Tax Court, such that said periodic payments hereunder will be partially or wholly non-deductible by HUSBAND then the parties agree to make such prospective adjustment in the nature and amount of such payments as may be required to give effect to their original intention as expressed herein.

10.9 The WIFE is granted permission to reside in the marital domicile until April 11th, 1982, and the HUSBAND shall make the mortgage, insurance and tax payments on said property until said date. On or before April 11th, 1982, the WIFE is to vacate said premises and pursuant to her representations, move to Denver, Colorado.

In the event the WIFE does not vacate the premises as aforesaid, this Agreement will be subject to renegotiation at the request of the HUSBAND.

hereafter obtains a Dissolution of Marriage Decree in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity whatsoever unless a Judgment for Dissolution of Marriage is entered in this pending case brought by the WIFE and referred to hereinbefore. The Cout, on entry of the Judgment for Dissolution or Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

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

| - in halled | Plane & lice | | |
|---|--|--|--|
| WILLIAM J. KETLY, JR. | PECGY G. KELLY | | |
| SUBSCRIBED and SWORN to before me this 18 V | SUBSCRIBED and SWORN to before me this | | |
| day of December 1981 | day of, 1981 | | |
| Dag I was | • | | |

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On Motion of HIERRY D. DALOBS, attorney for Petitioner, It as here by Efficient and decreed an rechows;

- 1. That the Potition for Missobuliop of Marriage of the Petitioner WHILLIAM J. RULLY, JR., Is hereby strained and the parties awarded a Dissolution of Marriage pursuant to the statute of the state of Allinots in such ages wide and provided.
- 2. That the written projects actificment agreement as besetofore set out is hereby incorporated and merced into this derictal portion of this Andrment for Dissolution of Marriage as O same were again set forth.

That this Court retains purisdiction of the parties until e have been extensive all provisions of the agreement as incorporated in the Judgment for Dissolution of Macriage have been fully performed.

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CAROL MOSELLY GRALM
REGISTRAR OF TITLES

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1602 COLONIAL PARKWAY # 200

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CLERK OF THE COUNTY TO THE COUNTY THE COUNTY

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