April 22, 1991

TO: Registrar of Title of Cook County, Illinois

RE: The Marriage of
WENDY A. MENKE, Petitioner,
and TODD A. MENKE, Respondent

No. 89D 9905

Dear Sir:

This is to verify that we have received the proper amount due each of us from the sale of the marital property located at 935 Margret, Des Plaines, Illinois, pursuant to the Judgment of Dissolution of Marriage entered on November 8, 1989 and known as Case No. 89D-9905.

Wendy A. Menke

Wendy A. Menke

Todd A. Menke

Todd A. Menke

SWORN AND SUBSCRIBED TO
before me this 22nd
day of April, 1991.

Notary

OFFICIAL SEAL
ROBERT D MICHAELS
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP FEB 28,1995

No. 21191 8001

ENTERED
NOV - 8 1989
JUDGE E. PLUSDRAK 069

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

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

IN RE THE MARRIAGE OF:	)	
	)	
WENDY A. MENKE,	)	
Petitioner,	)	
	)	
and	)	NO. 89D 9905
	)	
TODD A. MENKE,	)	
Respondent.	)	

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause comong now to be heard upon the Petition for Dissolution of Marriage of WENDY A. MENKE, Petitioner, appearing in her own person and by her attorney, ROBERT D. MICHAELS, and it appearing to the Court that the Respondent, TODD A. MENKE, having filed his Appearance and Answer Pro Se, and further that the parties having stipulated that this cause be heard as if upon default, and the Court having heard the testimony of the Petitioner duly sworn in open court in support of her Petition (a certificate of evidence having been duly signed and sealed and is filed herein and made a part hereof), and the Court being fully advised in the premises:

DOES FIND:

1. That this Court has jurisdiction of the parties and the subject matter herein. That it has considered, approved, reserved or made provisions for the maintenance of either spouse and the disposition of property.

2. That the Petitioner was domiciled and a resident of the State of Illinois when the Petition for Dissolution of Marriage was filed and that she has been a resident and so domiciled for a period in excess of 90 days

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prior to the hearing date and prior to the entry of this Judgment.

3. That the parties were married on June 13, 1982 in Des Plaines, Illinois and that said marriage was registered in Cook County, Illinois.

4. That without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty against the Petitioner as contemplated by the Marriage and Dissolution of Marriage Act of the State of Illinois.

5. That one child was born to the parties as a result of this marriage, namely: SAMATHA MENKE, born June 2, 1987. There were no other children born or adopted by the parties and the Petitioner is not now pregnant.

6. The parties have entered into a written property settlement agreement which is attached hereto and made a part hereof.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the bonds of matrimony now existing between the Petitioner, WENDY A. MENKE, and the Respondent, TODD A. MENKE, be and are hereby dissolved pursuant to the Statutes of the State of Illinois. That such dissolution is granted to both the Petitioner and the Respondent.

B. That each party is hereby barred from maintenance, having waived same.

C. That the attached property settlement agreement be and is hereby merged into and made a part of this Judgment of Dissolution of Marriage and its terms and provisions binding upon the parties.

D. That this Court expressly retains jurisdiction of this cause for

purpose of enforcing all of the terms and provisions of this Judgment of Dissolution of Marriage.

(No. 89D9905)

ENTER:

JUDGE

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ROBERT D. MICHAELS, #21191
Attorney for Petitioner
780 Lee Street
Des Plaines, Illinois 60016
312/824-6564

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-19-91

Aurelia Pucinski

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.

T' Ex 4
~~FOR I.D.~~

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 2 day of Oct, 1989. by and between WENDY A. MENKE, Petitioner, (hereinafter referred to as "WENDY"), and TODD A. MENKE, Respondent, (hereinafter referred to as "TODD"), of the County of Cook and State of Illinois.

WHEREAS, the parties are now husband and wife, having been married on June 13, 1982 in Des Plaines, Illinois; and

WHEREAS, irreconcilable differences have arisen between the parties who are not now living together as husband and wife; and

WHEREAS, WENDY has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, State of Illinois, known as Case No. 89D-9905 and entitled "IN RE THE MARRIAGE OF WENDY A. MENKE, Petitioner, and TODD A. MENKE, Respondent, and this cause is pending and undetermined; and

WHEREAS, one child was born to the parties as a result of this marriage, namely: SAMANTHA MENKE, born June 2, 1987. There were no other children born or adopted by the parties and the Petitioner is now not pwrgnant; 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 of support and any and all other rights of property and otherwise growing out of the marital relationship existing between them and which either of them now has or may hereafter 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 either real, personal or mixed,

now owned or which may hereafter be acquired by either of them; and

WHEREAS, each party has made a full disclosure to the other party of all properties owned by each of them and the income derived therefrom and from all other sources, and are fully advised as to their rights in relation thereto.

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

ARTICLE I
RIGHT OF ACTION

1. This agreement is not one to obtain or stimulate a Judgment of Dissolution of Marriage.

2. That both parties reserve the right to prosecute any petition for Dissolution which they have brought or may hereafter bring, and defend any petition or action which may be commenced or prosecuted by the other party.

ARTICLE II
CUSTODY & VISITATION OF SAMANTHA

1. WENDY shall have the sole care, custody, control and education of SAMANTHA and TODD shall have reasonable rights of visitation with the child, upon forty-eight (48) hours notice to WENDY. Further, during periods of visitation neither party shall expose SAMANTHA to co-habitation with persons of the opposite sex unless those persons are related by marriage, blood or adoption.

2. If the parties cannot agree on visitation or vacation plans, then the parties shall submit the visitation and vacation issues to the

Mediation Service of the Circuit Court of Cook County, Illinois.

3. The parties agree that the grandparents of SAMANTHA will be granted reasonable visitation with the child.

ARTICLE III
CHILD SUPPORT

1. TODD shall pay to WENDY the sum of $ 600.00 or 20% of his net income, whichever is greater, per month as and for the support of the minor child of the parties until the happening of one of the "emancipation events" set forth in this Agreement.

ARTICLE IV
MEDICAL EXPENSES FOR SAMANTHA

1. TODD shall be responsible for the extraordinary medical, dental, surgical, psychological and hospital expenses of SAMANTHA. The term "extraordinary" shall include dental work, operations, ailments requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, medical supplies or dental prophylaxis and the like.

2. WENDY shall be responsible for the ordinary expenses of SAMANTHA.

3. Each parties obligation with respect to the child's medical expenses set forth above shall continue until the happening of one of the "emancipation events" set forth in this Agreement.

ARTICLE V
EDUCATION OF SAMANTHA

1. Each of the parties shall contribute to the reasonable expenses incident to a four-year college or trade school education for SAMANTHA, consistent with his or her then existent respective financial ability.

2. The parties obligations are conditioned upon the following:

(a) That SAMANTHA has at that time the desire and aptitude

for a college or professional school education;

(b) That the college education is limited to four consecutive years after graduation from high school;

(c) WENDY and TODD'S financial ability to pay such college or professional school expense.

3. The decisions affecting the education of the minor child, including the choice of college or trade school, shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall unreasonably withhold his or her consent to the expressed preference of SAMANTHA.

ARTICLE VI
INCOME TAX EXEMPTION

TODD shall be entitled to the Federal and State deduction for SAMANTHA for odd numbered years and WENDY shall have them for even numbered years.

ARTICLE VII
EMANCIPATION EVENT

An "Emancipation Event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time each party's obligation for SAMANTHA as detailed in this agreement shall terminate.

(a) SAMANTHA reaching the age of majority;

(b) SAMANTHA having a permanent residence away from the permanent residence of WENDY. A residence at boarding school, camp, or college is not deemed a residence away from the permanent residence of WENDY.

(c) SAMANTHA'S marriage;

(d) SAMANTHA'S entry into the Armed Forces of the United States;

(e) SAMANTHA engaging in full time employment, except that engagement in full time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE VIII
PROPERTY DISTRIBUTION

1. Marital Home - WENDY shall have the exclusive possession of the marital home commonly described as 955 Margret Street, Des Plaines, Illinois and legally described on Appendix "A" attached to this agreement, until the first to happen of the following conditions.

(a) WENDY'S remarriage or death;

(b) WENDY'S cohabitation with a person not related to her by blood, adoption or marriage.

(c) The passing of eleven (11) years from the date of this agreement.

During the time WENDY is in possession of the marital home, she shall be responsible for the payment of all mortgage payments, real estate taxes and insurance, and all other normal household expenses. If major repairs are required, after consultation between the parties, each party shall pay their proportional share of the expense based upon their respective equitable interest in said property as follows:

Two-Thirds (2/3'rds) by WENDY and One-Third (1/3rd) by TODD.

During the aforementioned eleven years, and provided that neither of the other conditions have terminated the right of WENDY to exclusive possession of the marital home, WENDY may sell the marital home and re-invest One Hundred Percent (100%) of the net proceeds in a new home and TODD'S right to his net proceeds shall be deferred and subject to the aforementioned conditions enumerated in this paragraph.

Upon the happening of the first of the aforementioned conditions, (see (a), the real estate which is the subject matter shall be sold and after payment of all of the normal and customary closing costs, and after giving

WENDY credit for the payments against the principal balance of the first mortgage with First Federal Savings and Loan of Des Plaines, the remaining net proceeds shall be paid as follows:

> Two-Thirds (2/3rds) to WENDY and ONE-THIRD (1/3rd) to TODD.

Further, in the event of the death of either party during the effective duration of this paragraph, that deceased party's equity shall revert to SAMANTHA MARIE, the minor child of the parties.

2. Personal Property: All personal property in the respective possession of each party shall remain their sole property.

3. Debts: Each party shall be equally responsible for the marital debts of the parties.

4. Maintenance: Each party waives any right to maintenance against the other party.

5. Pension/Profit Sharing: Each party shall retain their respective IRA accounts and each party waives any right to the other parties pension or profit sharing plans.

6. Automobiles: WENDY shall have the 1979 Buick and TODD shall have the 1967 Nova and the 1978 Ford truck.

7. Bank Accounts: The parties agree to divide equally the existing bank accounts.

8. Todd's Business: WENDY agrees to waive any right to TODD's landscaping business.

9. Life Insurance: TODD shall maintain a $50,000.00 life insurance policy naming SAMANTHA as irrevocable beneficiary during her minority.

GENERAL PROVISIONS

1. Execution of Documents: Each of the parties hereto does agree that he or she will upon demand by the other, at any time hereafter, execute any and all instruments and documents that may be reasonably necessary to release their respective interest in any property belonging to the other, except as herein provided, the intention being that the property settlement provided for in this agreement shall constitute a complete adjustment to the property rights.

2. Mutual Release and Waiver of Estate Claim: To the fullest extent by law permitted to so so, and except as herein otherwise provided, each of the parties does forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property 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 expectancy and whether vested or contingent; and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and further agrees that in the event any suit shall be commenced, this release when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns,

any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this agreement, or the rights of either party under this agreement.

B. Except as herein otherwise provided, each of the parties hereto hereby waives, or relinquishes all rights to act as Administrator or Administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property which the other party may die siezed or possessed and should either of the parties 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 in the estate of such deceased party and shall descend to the heirs at law of such deceased party in the same manner as though the parties hereto had never been married, each of the parties hereto respectfully reserving the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit without any restriction or limitation whatsoever; provided, however that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement or the rights of either party under this agreement.

C. In the event any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment of Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that the parties shall have an opportunity to consider such alteration, change

or modification by said court, and if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment of Dissolution of Marriage, then the entire agreement shall become voidable at the option of the parties.

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

E. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of a Judgment of Dissolution of Marriage holds any portion of this agreement as invalid, the remainder shall not be effected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement and that the agreement was prepared and executed in the State of Illinois. The parties chose and desire for the sake of certainty as well as other considerations, to be bound by the laws of the State of Illinois.

F. The recitals set forth at the beginning of this agreement are hereby made a part of this agreement.

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

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

I. Each party does, by affixing his signature hereto, state that he has entered into this agreement freely and without constraint or restraint and that there have been no promises or threats of any kind or nature not herein contained.

MISCELLANEOUS PROVISIONS

In the event either of the parties wilfully or unreasonably fails to duly perform his or her financial and other undertakings hereunder, and as a result either party incurs any expense, including legal fees, to enforce the provisions and terms of this agreement, the offending party shall indemnify the other party against and hold the other party harmless from any such expense.

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

Wendy Menke
WENDY A. MENKE, Petitioner

Todd A. Menke
TODD A. MENKE, Respondent

APPENDIX "A"

IN RE THE MARRIAGE OF MENKE

LEGAL DESCRIPTION OF THE PROPERTY COMMONLY DESCRIBED AS: 955 Margaret, Des Plaines, Illinois, 60016

That part of Lot 19 (except the North 20 feet thereof and except the South 10 feet thereof, lying West of the East 56.04 feet thereof) in Block 5 in Des Plaines Garden, being a Subdivision of part of the North 1/2 of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian..

09-20-111-038

APPENDIX "A"

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IDENTIFIED No.

Registrar of Torrens Titles
CAROL MOSELEY BRAUN
A.T.G.F./OCANO

3958663

ATTORNEYS' TITLE GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
1991 APR 23 AM 11:03

1/1

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-19-91

Aurelia Pucinski

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.