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Form #20

Certificate No. 1283420 Document No. 3961242

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1283420 indicated affecting the  
following described premises, to-wit:

LOT ONE.....(1)  
In East Harrington Oaks Unit No. 2, being a Subdivision in the Northwest Quarter (4)  
of Section 5, Township 42 North, Range 10, East of the Third Principal Meridian,  
according to Plat thereof registered in the Office of the Registrar of Titles of  
Cook County, Illinois, on August 28, 1973, as Document Number 2713409.

3961242

Section 5 Township 42 North, Range 10 East of the  
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 5/1/91 1991  
Steph J...

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01/11/2019

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Atty. No. 11400  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

ENTERED  
DEC - 5 1990  
JAMES G. DONEGAN

IN RE THE MARRIAGE OF

LAURENCE M. CARMODY,  
Petitioner, Counter-Respondent,  
and  
CELINE M. CARMODY,  
Respondant, Counter-Petitioner,

No: 89 D 302

### JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard from the regular trial calendar of contested cases for Dissolution of Marriage, upon the duly verified Counter Petition for Dissolution of Marriage of the Counter-Petitioner, CELINE M. CARMODY, the Counter-Respondant, LAURENCE M. CARMODY, having filed his Response thereto, the Counter-Petitioner being personally present in open Court and duly represented by her counsel, JACQUES L. MEISTER, ESQ., and FRANK J. GAGEN, ESQ., and the Counter-Respondant being duly represented by his counsel, EVAN JAMES MAMMAS of the law firm of MAMMAS AND GOLDBERG, LTD., and the Court now being fully advised in the premises:

DOTH FIND:

1. That this Honorable Court has jurisdiction over the parties hereto and of the subject matter hereof.
2. That the Counter-Petitioner is now, and has been for more than ninety (90) days immediately preceding the entry of this Judgment for Dissolution of Marriage, an actual resident and domiciliary of the State of Illinois.

Judgment entered and entered entered. 12-2-91

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3. That the Counter-Petitioner and the Counter-Respondent were lawfully married on, to-wit: the 29th day of January, 1955, at Chicago, Illinois, which said marriage was there duly registered.

4. That six (6) children were born to the parties as issue of their said marriage, all of whom are emancipated; that no children were adopted by the parties hereto during the course of their marriage, and the Counter-Petitioner is not now pregnant.

5. That in and during the continuation of the marriage of the parties hereto, the Counter-Petitioner always treated the Counter-Respondent in a manner becoming a good, true, kind, and affectionate wife, but that the said Counter-Respondent, not regarding his marriage vows and obligations, has been guilty of wilful desertion for a period in excess of one (1) year, within the meaning and purview of Paragraph 2, Section 401, of the Illinois Marriage and Dissolution of Marriage Act.

6. That the Counter-Petitioner has substantially proved the material allegations of her Counter Petition for Dissolution of Marriage hereinbefore filed, and that the Counter-Petitioner is entitled to a Judgment for Dissolution of Marriage from the Counter-Respondent as prayed in her said Counter Petition for Dissolution of Marriage.

7. That the conduct on the part of the Counter-Respondent as hereinbefore set forth was wholly without any just or reasonable cause or provocation to him by the Counter-Petitioner given, and that the Counter-Petitioner has been living separate and apart from the said Counter-Respondent as a single woman without fault on her part.

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

1. That the bonds of marriage heretofore existing between the Counter-Petitioner, CELINE M. CARMODY, and the Counter-Respondent, LAURENCE M. CARMODY, be, and the same are hereby, dissolved, instantar, pursuant to the statute of the State of Illinois, in such case made and provided.

2. That the remaining issues of maintenance, property distribution and attorneys' fees are expressly reserved by this Court for future determination and disposition.

Laurence M. Carmody

Celine M. Carmody

ENTER:

James B. Donagan  
JUDGE

MAMMAS AND GOLDBERG, LTD.  
120 West Madison Street  
Suite 1000  
Chicago, Illinois 60602  
(312) 630-1111  
Atty. No. 11400

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COOK COUNTY CLERK'S OFFICE

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-29-91

*Amelia Pasumak*

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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Atty. No. 11400  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF

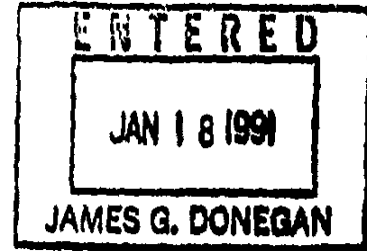
LAURENCE M. CARMODY,

Petitioner,

and

CELINE M. CARMODY,

Respondent



No: 89 D 302

### SUPPLEMENTAL JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard from the regular trial calendar of contested cases for Dissolution of Marriage, a Judgment for Dissolution of Marriage having been entered the 5th day of December, 1990, by the Honorable Judge James G. Donegan, County-Petitioner, CELINE M. CARMODY, being personally present in open Court and duly represented by her counsel, JACQUES L. MEISTER, ESQ., and FRANK J. GREEN, ESQ., and LAURENCE M. CARMODY being personally present in open Court and duly represented by his counsel, EVAN JAMES MAMMAS of the law firm of MAMMAS AND GOLDBERG, LTD., the Court having heard the sworn testimony of the parties, having considered all factors and criterion enumerated in the Illinois Marriage and Dissolution of Marriage Act, in such case made and provided, and the Court being otherwise fully advised in the premises:

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#### DOTH FIND:

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

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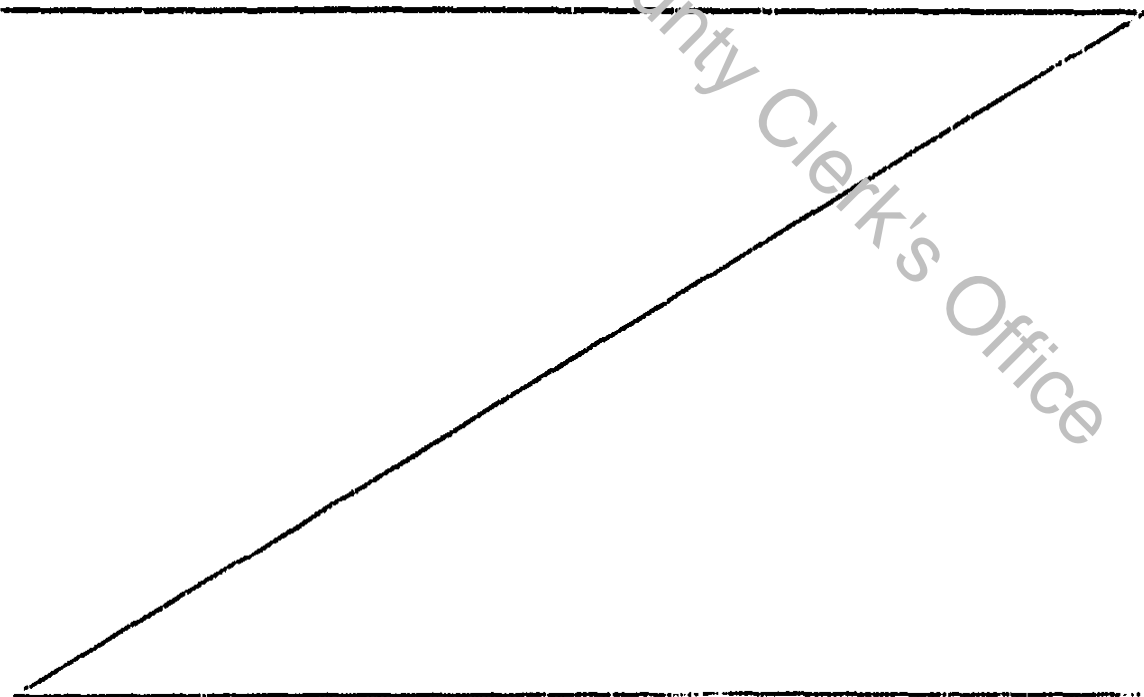
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2. That a Judgment for Dissolution of Marriage was entered by Agreement of the parties on the 5th day of December, 1990, by the Honorable Judge James G. Donegan.

3. That the parties hereto have entered into an Oral Settlement Agreement, which Oral Settlement Agreement is reduced to writing, dated the 5th day of December, 1990, settling and disposing between themselves the questions of support and maintenance, certain proprietary rights inhering in them respectively arising out of the marital relationship heretofore existing between them, and the payment of attorneys' fees and court costs.

4. That said Oral Settlement Agreement, which is reduced to writing and entitled Memorandum of Agreement, is set forth verbatim hereinafter and is made a part of this supplemental Judgment for Dissolution of Marriage, and is in words and figures as follows:

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## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of December, 1990, by and between CELINE M. CARMODY, hereinafter referred to as "wife," and LAURENCE M. CARMODY, hereinafter referred to as "husband," both parties being residents of the County of Cook and the State of Illinois.

### WITNESSETH

WHEREAS,

A. That the parties were lawfully married on the 29th day of January, 1955, at Chicago, Illinois, and said marriage was there duly registered.

B. That a Judgment for Dissolution of Marriage was entered th 5th day of December, 1990, by the Honorable Judge James G. Donegan.

C. That the wife has filed a Counter Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois, known as Case Number 89 D 302, entitled, "IN RE: THE MARRIAGE OF CELINE M. CARMODY, Respondent, Counter-Petitioner, and LAURENCE M. CARMODY, Petitioner, Counter-Respondent."

D. That without any collusion as to the pending case, the parties consider it to be in their best interests to settle between themselves the questions of maintenance, the respective rights of property arising out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has, or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

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E. That the wife has employed and has the benefit of the counsel of JACQUES L. MEISTER, ESQ., and FRANK J. GAGEN, ESQ., as her attorneys. That the husband has employed and has had the benefit of the counsel of EVAN JAMES MAMMAS of the law firm of MAMMAS AND GOLDBERG, LTD., as his attorneys. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement.

F. That the parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, both directly and through furnishing of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. INCORPORATION OF RECITALS

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

2. CAPTIONS

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

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## 3. GRAMMATICAL CHANGES

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

## 4. MUTUAL WAIVER OF MAINTENANCE

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

## 5. DIVISION OF PROPERTY

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

A. 220 Knoxboro, Barrington, Illinois. The parties represent and warrant that they are presently the joint owners of the improved real estate commonly known as 220 Knoxboro, Barrington, Illinois, the legal description of which is enumerated in a document designated Exhibit "A", as attached hereto and incorporated by reference herein. The parties covenant and agree that the marital residence has been listed for sale with a duly licensed and registered real estate agent located in or about the Barrington, Illinois, geographic area, to wit, RE/MAX of Barrington, Mr. Roger Young, Broker.

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That the parties expressly covenant and agree to extend the present listing agreement for the sale of said improved real estate with said real estate broker, however, the listing sales price shall be reduced from Two Hundred Ninety Nine Thousand, Five Hundred Dollars (\$299,500.00) to the sum of Two Hundred Seventy Nine Thousand, Five Hundred Dollars (\$279,500.00), or such other lower figure as the parties hereafter mutually agree, in writing.

Consistent with the foregoing, the parties covenant and agree that the husband shall have issued from the parties Continental Equity Line of Credit a check in an amount sufficient to make current the second installment of real estate taxes for said improved real estate, and further, the costs and expenses the parties incurred relative to the pending Complaint to Foreclose Mortgage filed in the Circuit Court of Cook County, Chancery Division, cause entitled Talnan Home Mortgage Corporation, Plaintiff, vs. Laurence M. Carmody, Celine M. Carmody, et.al., Defendants, case number 90 CH 10372. The parties hereto further covenant and agree that after payment of said expenses from the Continental Equity Line of Credit each of the parties shall be enjoined and restrained from the use of any additional Continental Equity Line of Credit.

That at such time as the sale of the aforesaid improved real estate is consummated, the net proceeds derived from the sale of said improved real estate, after payment of the first mortgage indebtedness, the Continental Equity Line of Credit, customary real estate commissions, prorated real estate taxes, title expenses, customary real estate

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prorations and closing costs, and attorneys' fees, shall be disbursed as follows:

- (i) Seventy percent (70%) of the net proceeds to be disbursed to the wife, CELINE M. CARMODY, as her sole and separate property, free of any claim by the husband.
- (ii) Thirty percent (30%) of the net proceeds to be disbursed to the husband, LAURENCE M. CARMODY, as her sole and separate property, free of any claim by the wife.

The parties hereto further covenant and agree that the wife shall have the sole and exclusive right to the use and occupancy of said improved real estate until such time as the sale of said improved real estate is consummated. Consistent therewith, the parties hereto further covenant and agree that the husband shall pay the monthly interest only payment due on the Continental Equity Line of Credit pursuant to the terms and conditions of the Continental Equity Line Agreement under date of May 14, 1987.

That the wife further covenants and agrees that she shall be solely responsible for the monthly payment of the first mortgage indebtedness, real estate taxes, and any and all other costs and expenses incident to the maintenance and ownership of said improved real estate until such time as the sale of said improved real estate is consummated.

The parties further covenant and agree that each shall save, indemnify, and hold the other harmless for any liability they may incur thereon and pursuant to the terms and conditions of this provision. The parties further covenant and agree that the husband shall receive any and all tax benefits relative to the interest payments made on the

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Continental Equity Line of Credit and that the wife shall receive any and all tax benefits relative to the interest payments on the first mortgage indebtedness pertaining to the preparation and submission of their respective federal and state individual income tax returns subsequent to the entry of the Judgment for Dissolution of Marriage on December 5, 1990.

B. Household Furniture and Furnishings. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all right, title, and interest in and to the household furniture, furnishings, household effects and contents presently situated in and upon the marital residence commonly known as 220 Knoxboro, Barrington, Illinois, excepting those items as enumerated and set forth in Exhibit "B" attached hereto and made a part of this Agreement, which items of household furniture, furnishings, and household effects shall be retained as the sole and exclusive property of the husband, free of any claim or interest by the wife therein.

Notwithstanding the foregoing, the parties hereto further covenant and agree that any items of household furniture, furnishings, and household effects retained by the husband and as enumerated in Exhibit "B" shall be tendered to the husband within thirty (30) days of entry of this Supplemental Judgment for Dissolution of Marriage, unless otherwise provided on said Exhibit.

C. Personal Property. The parties hereto further covenant and agree that each shall retain, free of any claim by the other, all and singular, their right, title, and interest in and to the personal

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property now in their respective possession.

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

E. Automobiles. The husband shall retain as his sole and exclusive property, free of any claim by the wife, all and singular, his right, title, and interest in and to a certain 1981 Ford automobile. The wife shall retain as her sole and exclusive property, free of any claim by the husband, all and singular, her right, title, and interest in and to a certain 1982 Buick automobile. The parties hereto each further covenant and agree to save, indemnify, and hold the other harmless for any liability incurred relative to the purchase, licensing, or insurance of the automobile each is to retain pursuant to the terms of this provision.

F. Stocks, Bonds, and Investment Funds.

A. The parties covenant and agree that the wife shall retain as her sole and exclusive property, free of any claim by the husband, all right, title, and interest in and to the stocks, bonds, and investment funds as enumerated and set forth in Exhibit "C" attached hereto and made a part of this Agreement.

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B. The parties covenant and agree that the husband shall retain as his sole and exclusive property, free and any claim by the wife, all right, title and interest in and to the stocks, bonds, and investment funds as enumerated and set forth in Exhibit "D" attached hereto and made a part of this Agreement.

G. Individual Retirement Accounts. The parties covenant and agree that each shall retain as their sole and exclusive property, free of any claim by the other, all right, title, and interest in and to the Individual Retirement Accounts, and funds contained therein, now titled in their respective individual names and under their dominion and control. The parties hereto further mutually agree to waive and release all their right, title, and interest in and to the Individual Retirement Accounts to be retained by the other pursuant to the terms of this provision.

H. AT&T Management Pension Plan. The husband represents and warrants that he is currently a participant in the AT&T Management Pension Plan administered through his former place of employment. The husband represents and warrants that he was one hundred percent (100%) vested in the participation of said Management Pension Plan and, accordingly, based upon his retirement, has commenced receiving monthly retirement benefits in the gross amount of One Thousand, Nine Hundred Ninety Three Dollars and 15/100 (\$1,993.15).

The parties covenant and agree that the wife's share of said monthly retirement pension benefit shall equal one-half (1/2) of said plan commencing January 1, 1991. Consistent therewith, the parties

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further covenant and agree that the wife's one-half (1/2) share of the marital portion of said AT&T Management Pension Plan shall be disbursed to the wife pursuant to entry of a Qualified Domestic Relations Order in accordance with the terms herein contained.

The parties further covenant and agree that each shall pay and satisfy such income tax as may be imposed on that party at the time of and attributable to the fifty percent (50%) distribution of the AT&T Management Pension funds to which each of them is entitled.

Until such time as the Qualified Domestic Relations Order has been approved by the Plan Administrator and entered as an Order of this Court, the husband shall pay to the wife, commencing January 1, 1991, a sum equal to one-half (1/2) of the monthly net proceeds received from the AT&T Management Pension Plan.

The parties hereto further covenant and agree to execute any and all documents legally sufficient and proper to effectuate the terms, covenants and provisions of the Qualified Domestic Relations Order, which Order shall be entered in the Circuit Court of Cook County, Illinois, Domestic Relations Division, pursuant to the terms, covenants and provisions of this Supplemental Judgment for Dissolution of Marriage.

I. Life Insurance Policies. The parties covenant and agree that the husband shall retain as his sole and exclusive property, free of any claim by the wife, all right, title, and interest in and to the policies of life insurance and cash surrender value, if any, as enumerated and set forth in Exhibit "E" attached hereto and made a part of this Agreement. The wife further agrees to waive and release all her right, title, and

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interest in and to the policies of life insurance and cash surrender value, if any, to be retained by the husband pursuant to the terms of this provision. The husband shall be solely responsible for the payment of any and all premiums arising therefrom, and he shall be entitled to alter the beneficiary designation under said policies of life insurance to any person or persons of his choosing.

Notwithstanding the foregoing, the husband covenants and agrees that he shall, within thirty (30) days of entry of the Supplemental Judgment for Dissolution of Marriage, tender to the wife the sum of One Thousand, Eight Hundred Fifty Two Dollars and 61/100 (\$1,852.61) as and for her one-half (1/2) interest in and to the National Service Life Insurance Policy to be retained by the husband pursuant to the terms and conditions of this provision.

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

## 6. MEDICAL COVERAGE FOR THE WIFE

The husband further covenants and agrees that he shall fully cooperate with the wife to secure the necessary and proper documents and application forms for the wife to convert or "spin off" the present group major medical and hospitalization insurance policy to an individual major medical and hospitalization insurance policy for her, in accordance with the Illinois Insurance Code, Illinois Revised Statutes, in such case made and provided.

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Notwithstanding the foregoing, the wife acknowledges that she shall be solely responsible for any and all costs and expenses incident to the conversion or "spin off" of the present AT&T Medical Insurance Plan consistent with the AT&T COBRA Major Medical and Hospitalization Plan as administered by the Administrative Services Network, Inc., on behalf of AT&T COBRA, P.O. Box 4645, Grand Central Station, New York, New York, 10163.

## 7. SOCIAL SECURITY BENEFITS

The husband further covenants and agrees to execute any and all documents necessary and proper to allow the wife to qualify for social security benefits as provided by the Social Security Laws, as amended, in such case made and provided the wife herein having qualified for such social security benefits under the present Social Security Laws by having been married to the husband in excess of ten (10) years prior to the entry of a Judgment for Dissolution of Marriage.

## 8. OUTSTANDING DEBTS AND OBLIGATIONS

The husband and wife covenant and agree that each shall be solely responsible for their own separate debts and obligations which were incurred subsequent to the date of their separation, to wit, January 1, 1989, and each hereby agrees to save, indemnify, and hold the other harmless for any liability they may incur thereon.

## 9. ATTORNEYS' FEES

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

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## 10. AMENDMENT AND CONSTRUCTION

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

## 11. EXECUTION CLAUSE

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and effective present transfer, assignment, and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed and a full, present, and effective relinquish and waiver of all rights hereinabove designated to be relinquished and waived.

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12. GENERAL PROVISIONS

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

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

C. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive, and forever quit claim and grant to the other, his or her heirs, personal representatives, and assigns, all rights of inheritance, descent, distribution, community interest, and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relations existing between the said parties hereto, under any present or future law, or

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which he or she otherwise has or might have or be entitled to claim in, or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them will, at any time hereafter, sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph and further agrees that in the event any suit shall be commenced, this release, when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees, or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquish, or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

D. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator with the will annexed in the estate of the other party, and

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each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, and each of the parties hereto respectively reserves the right to dispose by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

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

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

G. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the



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entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

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

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

### 13. UNAMENDABLE BY FUTURE COURT ACTION

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

IN WITNESS WHEREOF, the parties hereto have testified in open Court on December 5, 1990, that the Agreement is fair, equitable, and that each will be bound by the terms, covenants and provisions of the Oral Settlement Agreement, as reduced to writing by this Memorandum of Agreement and enforceable as merged, incorporated and made a part of the Supplemental Judgment for Dissolution of Marriage.

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## EXHIBIT "A"

Legal Description of Real Property  
Commonly Known as 220 Knoxboro,  
Barrington, Illinois

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## EXHIBIT "B"

Household Furniture, Furnishings, and Personal  
Effects to be Retained by LAURENCE M. CARMODY

### FAMILY ROOM

Cassette Tape Recorder  
Cuckoo Clock  
Picture (lithograph)  
Wall Plaque from Work  
Wood Carving from my Mother

### KITCHEN

Wall Clock (Schoolhouse)

### GARAGE

Bicycle  
Car Jack  
Car Manuals  
Car Scooter  
Car Tools  
Fishing Equipment

Kerosene Heater  
Ladder, Aluminum  
Miscellaneous Tools  
Propane Welding Torch  
Some Yard Tools  
Fluorescent Light

### FRONT BEDROOM

Electric Knife  
Fishing Equipment  
Fishing Tackle Box and Equipment

### BASEMENT

Electric Drill  
Electric Insect Killer  
Fish Bowl and Accessories  
Fishing Equipment  
Fishing Pole Rack  
Heat Glue Gun  
Level

Old Kitchen Scale  
Photo Enlarger  
Soldering Iron  
Tape Recorders, (2)  
Tape Measure, 100ft.  
VOM  
VTVM

### OTHER BEDROOMS

MYRT Typewriter

### LIVING ROOM AND HALL

Card Table and Chairs

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## FAMILY ROOM

VCR

## GARAGE

Attic Fan	Propane Torch
Battery Chargers (2)	Pruner, handheld
Car Jacks (2)	Small Tent
Electric Fishing Motor	Snow Thrower (AS)
Electric Heater	Water Skies
Hack Saw & Blades	Weedeater (AS)
Lawnmower, Self Propoled (AS)	Wheel Barrow (AS)

## BASEMENT

Conduit Bender	Power Saw
Electric Grinder	Propane Torch
Fluorescent Lamp	Right Angle Square Shelves (2)
Hole Drill	Staple Gun
Household Tools (plumbing, electric, etc.)	Vise
Mitar Box	

## OUTSIDE

Barbecue Grill	Milk Pail
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## LIVING ROOM

Eakimo Stone Carving

## FRONT BEDROOM, BATHROOM AND CLOSET

Electric Knife

## FAMILY ROOM

Bar Glasses	Fire Place Tools (AS)
Bar Mixer Set	VCR

## KITCHEN

Binoculars

## GARAGE

Garden Tools (shovels, etc.) (AS)

## BASEMENT

Electric Bartender	Old Records
Plumbing Tools (AS)	(2) Small Refrigerator

(AS) - After Sale

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## EXHIBIT "C"

Stocks, Bonds and Investments  
To Be Retained by the Parties

CELINE M. CARMODY

<u>Account Name</u>	<u>Bank and Account Number</u>
Savings	Harris - Bar. 060767
IRA Mutual Fund	Harris - M32-111678
JT 401K	Vanguard
IRA	Harris Bar. 603-475-6
IRA	Harris Bar. 808-594-3

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## EXHIBIT "D"

Stocks, Bonds and Investments  
To Be Retained by the Parties

LAURENCE M. CARMODY

<u>Account Name</u>	<u>Bank and Account Number</u>
IRA Mutual Fund	Harris M32-111287
IRA Interest	Harris 11-07494-03
IRA	Harris Bar. 603-476-4
IRA	Harris Bar. 806-915-8
IRA	Harris Bar. 808-595-1
IRA	Harris Bar. 814-519-9
Save Credit Union	Bell General 6366
ESOP 175.703 shares	AT&T 051-383-123
Company Savings	Pre-Tax
US Savings Bond	Issue Date 3/1/86

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## EXHIBIT "B"

Life Insurance To Be Retained  
By LAURENCE M. CARMODY as His  
Sole and Separate Property  
Free of Any Claim by CELINE M. CARMODY

1. \$50,000.00 Group Life Insurance Policy as provided by AT&T.
2. \$100,000.00 Term Policy of Insurance as provided by AT&T, which costs and expenses for the premium on said term insurance will be the sole obligation of LAURENCE M. CARMODY.
3. \$10,000.00 National Service Life Insurance Policy with a face value of \$10,000.00, cash surrender value of policy is \$3,705.22, and LAURENCE M. CARMODY shall issue funds within thirty (30) days of entry of the Supplemental Judgment for Dissolution of Marriage to CELINE M. CARMODY for one-half (1/2) of the cash surrender value as provided in Paragraph 5I of the Memorandum of Agreement under date of December 5, 1990.
4. \$1,000.00 John Hancock Life Insurance Policy, face value \$1,000.00, policy number 323365.

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

1. That the bonds of marriage heretofore existing between the Counter-Petitioner, CELINE M. CARMODY, and the Counter-Respondent, LAURENCE M. CARMODY, has been dissolved pursuant to the entry of a Judgment for Dissolution of Marriage on the 5th day of December, 1990, by the Honorable Judge James G. Donegan, pursuant to the statutes of the State of Illinois, in such case made and provided.

2. That the Oral Settlement Agreement which has been reduced to writing and entitled Memorandum of Agreement, heretofore made and entered into by and between the parties in open Court under the date of the 5th day of December, 1990, to which reference is hereinbefore made, settling and disposing of the questions of support and maintenance, certain proprietary rights inhering in them respectively, be, and the same is hereby, in all respects, approved, confirmed, incorporated, and merged into this Supplemental Judgment for Dissolution of Marriage, that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

3. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing, all and singular, the terms and provisions of this Supplemental Judgment for Dissolution of Marriage, including, and singular, the terms and provisions of the Oral Settlement Agreement which has been reduced to writing and entitled Memorandum of Agreement, by and

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between the parties under the date of the 5th day of December, 1990, as heretofore set forth and expressly made a part hereof.

ENTER:

*James G. Donoghue*  
JUDGE

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MAMMAS AND GOLDBERG, LTD.  
120 West Madison Street  
Suite 1000  
Chicago, Illinois 60602  
(312) 630-1111  
Atty. No. 11400

3961212

DATE

CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
THIS ORDER IS THE ORDER OF THE CIRCUIT COURT OF COOK COUNTY  
IN THE MATTER OF THE ESTATE OF

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91 MAY -1 PM 1:21  
CAROL MOSELEY BRAUN  
RECORDER OF DEEDS  
COOK COUNTY

2421963  
IDENTIFIED  
No.  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS  
CAROL MOSELEY BRAUN  
CLERK

INTERCOMPUTER COMPANY OF ILLINOIS  
1201  
STATE ST. CHICAGO, ILLINOIS 60602

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-29-91

*Archie Pacinski*

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.