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Form #20

Certificate No. 1448980 Document No. 3991567

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1448980 indicated affecting the
following described premises, to-wit:

Lot Forty Two (42) In O. W. Blume's West Acres Unit "B", being a
Resubdivision of part of Lot 9 of Owner's Subdivision of
Section 13, Township 41 North, Range 11, East of the third
Principal Meridian, according to Plat of said O. W. Blume's West
Acres Unit "B" registered in the Office of the Registrar of
Titles of Cook County, Illinois, on July 14, 1965, as Document
Number 2219368, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 08-13-409-036

Commonly known as: 440 Bell, Des Plaines, Il

Section 13 Township 41 North, Range 11 East of the
Third Principal Meridian, Cook County, Illinois.

Susan Ketter

CHICAGO, ILLINOIS 9/16 19 91.

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#6091

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

IN RE THE MARRIAGE OF)

BRUCE LANG,)

Petitioner,)

and)

CHERYL LANG,)

Respondent.)

No. 91 D 6361

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the verified Petition for Dissolution of Marriage of the Petitioner, BRUCE LANG, the Petitioner appearing by DAVID P. KIRSH, of KALCHEIM, SCHATZ & BERGER, his attorney, the Respondent, CHERYL LANG, appearing by STUART J. MANN and ROY F. McCAMPBELL, her attorneys, and the Court having jurisdiction of the parties and the subject matter, FINDS:

A. That at the commencement of the within action, the Petitioner, BRUCE LANG, was domiciled and resided in the State of Illinois and has maintained said domicile and residence for at least ninety (90) days preceding the making of the findings.

B. That the parties were lawfully married on April 24, 1982, and said marriage was registered in Cook County, Illinois.

C. That as a result of this marriage, four (4) children were born to the parties, namely: JENNIFER MARIE, born October 7, 1982; JOSHUA DAVID, born January 14, 1985; MATTHEW JOSEPH, born January 11, 1986; and NICHOLAS ALLEN, born February 7, 1989. No

*See original for
no fee*

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children were adopted by the parties and the Respondent is not presently pregnant.

D. Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

E. The Petitioner has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a Judgment for Dissolution of Marriage should be entered herein dissolving the bonds of marriage between the parties.

F. That the parties have entered into a written Marital Settlement Agreement and that said Marital Settlement Agreement has been received in evidence and has been approved and acknowledged by the parties as being fair, just and reasonable; the Court, having heard the terms and provisions of said written Marital Settlement Agreement, has approved said Agreement as an equitable and satisfactory resolution of the matters contained therein, including, but not limited to, provisions of custody, child support, maintenance and the disposition of property; that it is the desire of the parties that the terms of this written Marital Settlement Agreement become binding upon them and a part of this Judgment for Dissolution of Marriage. The provisions of the written Marital Settlement Agreement are as follows:

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5-28-91

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 31st day of May, 1991, by and between CHERYL LANG, of Cook County, Illinois (hereinafter referred to as the "Wife" or "CHERYL"), and BRUCE LANG, of Cook County, Illinois (hereinafter referred to as the "Husband" or "BRUCE"):

W I T N E S S E T H:

WHEREAS:

- A. The parties hereto were lawfully married in Cook County, Illinois on April 24, 1982.
- B. Irreconcilable differences have arisen between the parties, as a result of which they have been estranged from each other and are not now living together as Husband and Wife.
- C. Four (4) children were born to the parties as a result of their marriage, namely, JENNIFER MARIE, born on October 7, 1982; JOSHUA DAVID, born on January 14, 1985; MATTHEW JOSEPH, born on January 11, 1986; and NICHOLAS ALLEN, born on February 7, 1989. No children adopted by the parties and CHERYL is not presently pregnant. Said children are presently residing with CHERYL.
- D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case No. 91 D 6361. The case is entitled "In Re: The Marriage of BRUCE LANG and CHERYL LANG, and said cause of action is presently pending and undetermined.

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E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interest to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, the medical requirements of the parties, support, custody, visitation, the medical and educational requirements of the children of the parties and attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital and/or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. BRUCE has employed and had the benefit of the counsel of DAVID P. KIRSH of the law firm of KALCHEIM, SCHATZ & BERGER, as his attorney. CHERYL has employed and had the benefit of the counsel of STUART J. MANN and ROY F. McCAMPBELL as her attorneys. Each of the parties has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has

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

G. Both parties expressly state that they have fully 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 states that his or her respective attorneys have carefully explained to them:

- a) their legal rights and duties as between the parties;
- b) the range of what the court might order if called upon to decide the case as a contested matter; and
- c) the legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to her or to him by the other party or her or his attorney, other than what is contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this Marital Settlement Agreement.

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ARTICLE I

RESERVATION OF RIGHTS

1.1. This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage.

1.2 Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

CHILD CUSTODY AND VISITATION

2.1 The parties mutually agree and acknowledge that each is a fit and proper person to have the care, custody, control and education of the minor children, namely: JENNIFER MARIE, born on October 7, 1982; JOSHUA DAVID, born on January 14, 1985; MATTHEW JOSEPH, born on January 11, 1986; and NICHOLAS ALLEN, born on February 7, 1989; and it would be in the best interests of the minor children to award joint legal and physical custody of said children to the parties pursuant to section 602.1 of the Illinois Marriage and Dissolution of Marriage Act. Accordingly, the parties agree that they shall have joint legal and physical custody of the minor children.

2.2 For purposes of the Agreement, the term "joint legal custody" means that both parties have equal rights and

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responsibilities regarding the rearing and overall well-being of the children and regarding decision-making on the issues of the children's residency, education, health care and religious training. Except as to the issues of education, health care and religious training, however, neither party shall be required to consult with the other party as to decision-making on a day-to-day basis and the party who has physical custody of the children at the time in question shall have sole decision-making authority except as to the issues aforesaid.

2.3 BRUCE and CHERYL have entered into a Joint Parenting Agreement which governs their rights and obligations with respect to the minor children, a copy of which is attached as Exhibit "A".

ARTICLE III

MAINTENANCE

3.1 BRUCE shall pay to CHERYL the sum of THREE HUNDRED DOLLARS (\$300.00) per month as and for maintenance for a period of sixty (60) months. Said maintenance payments shall commence on the first (1st) day of the first (1st) month following the sale of the marital residence, and continue on the first (1st) day of each month thereafter until terminated pursuant to paragraph 3.2 below. The monthly maintenance payments are non-modifiable as to their amount.

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3.2 Said maintenance is terminable upon CHERYL's remarriage, cohabitation on a continuing conjugal basis with an adult male not her spouse, death of either party, or the making of the 60th payment, whichever shall first occur. Thereafter, CHERYL is forever barred from asserting any claim for maintenance from BRUCE.

3.3 The maintenance payments made by BRUCE to CHERYL are periodic payments in discharge of a legal obligation which, because of the marital relationship, is imposed on or incurred by BRUCE under a written instrument incident to a dissolution of marriage, all within the meaning and intendment of Sections 71(a) and 215 of the Internal Revenue Code of 1954, as amended and as now in effect and of similar provisions of future laws, and that such payment will be includable in CHERYL's gross income pursuant to Section 71(a) and will be deductible by BRUCE from gross income pursuant to Section 215 in determining their respective taxable income.

3.4 In consideration of the various promises, undertakings, agreements and conditions contained in this Agreement, BRUCE waives any and all rights he may have to claim and receive maintenance from CHERYL, past, present and future, pursuant to the laws of the State of Illinois or of any other state or country. BRUCE acknowledges that this waiver forever bars him from asserting a claim for maintenance against CHERYL.

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ARTICLE IV

CHILD SUPPORT

4.1 Commencing on the first (1st) day of the first (1st) month following the sale of the marital home, and on the first (1st) day of each month thereafter, BRUCE shall pay to CHERYL the sum of ONE THOUSAND THREE HUNDRED and SIXTY-FIVE DOLLARS (\$1,365.00) per month as and for the support of the parties' four (4) minor children. This sum represents forty percent (40%) of BRUCE's net income as defined under Section 505(3) of the Illinois Marriage and Dissolution of Marriage Act (Ill.Rev.Stat., Ch. 40, Sec. 505[3]).

4.2 Child support shall completely terminate on NICHOLAS' eighteenth (18th) birthday or the completion of his high school education, whichever is last to occur.

4.3 For purposes of federal and state income taxation, BRUCE shall be solely entitled to claim the dependency exemptions for the children of the parties during the period of time that he is paying only child support to CHERYL pursuant to the provisions of this Article, and subsequent to termination of maintenance. CHERYL agrees to refrain from claiming the dependency exceptions for the children on her federal and state income tax returns during that period of time. CHERYL shall execute Internal Revenue Service Form 8332 and any other necessary documents in order to effect BRUCE's claim.

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4.4 During the period that BRUCE is making maintenance payments to CHERYL pursuant to Article III herein, he shall have the right to claim the parties' minor children, JENNIFER and NICHOLAS, as his dependents for income tax purposes and CHERYL shall have the right to claim the parties' minor children, JOSHUA and MATTHEW as her dependents.

ARTICLE V

MEDICAL AND RELATED EXPENSES

5.1 BRUCE shall pay all extraordinary medical and dental expenses incurred on behalf of the children of the parties. All ordinary medical and dental expenses incurred on behalf of the children shall be paid by CHERYL.

5.2 For purposes of this Agreement, the term "extraordinary medical and dental expenses" in this paragraph shall include, but is not limited to, expenses on behalf of a child for necessary psychological and/or psychiatric treatment, orthodontia, major dental work, operations and services rendered as a result of serious accident or as a result of serious illness requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis, cavities and the like.

5.3 Each of the parties shall consult and obtain the approval of the other prior to incurring any medical, dental,

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optical, surgical, orthodontic, psychiatric or psychological expense on behalf of the minor children for which the other is responsible under this agreement. This obligation to consult and obtain the approval of the other shall not apply in cases of emergency which seriously threatens the health or life of the minor children. Either the Husband or Wife may obtain a second opinion as to the need for any medical, dental, optical, surgical, orthodontic, psychiatric or psychological procedure at his or her own expense. Thereafter, if the parties are unable to agree as to this necessity of any such service, they may submit the issue for determination before a court of competent jurisdiction, notwithstanding the requirements of paragraph 12 of the Joint Parenting Agreement.

5.4 BRUCE shall maintain primary hospitalization and major medical insurance coverage for the benefit of the children or, in the alternative, shall become a member of a health maintenance organization or participate in a cost reimbursement plan providing the same or similar coverage. BRUCE shall submit any and all insured or covered medical and dental expenses of the children, whether ordinary or extraordinary, to the insurance carrier, health maintenance organization or the plan administrator, as the case may be, for payment and shall tender any reimbursement received by him to CHERYL if, and to the extent that she has previously paid all or any part of said reimbursed expense.

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5.5 BRUCE shall provide CHERYL with an identification card from a medical insurance carrier, expense reimbursement plan or health maintenance organization disclosing the existence of current coverage for the benefit of the children of the parties and shall also provide CHERYL with any literature available to him regarding coverage and benefits under the policy.

5.6 CHERYL shall submit to BRUCE any and all medical expenses she incurs on behalf of the minor children within a reasonable time after incurring said expenses. BRUCE shall not be obligated to pay for any medical expenses relative to which he has not been consulted pursuant to Paragraph 5.3 above, or which is not reimbursed or paid for by insurance due to CHERYL's failure to timely support all information necessary for submission of a claim to BRUCE's health insurance carrier.

5.7 Except as otherwise provided for herein, the parties' respective obligations under this Article shall commence upon the effective date of this Agreement and shall continue until the emancipation of the children as defined in Article VI herein; provided that if a child pursues a college, university or vocational school education, the obligations of the parties as set forth in this Article shall continue until said child's completion or discontinuance of said educational pursuit but in no event shall the obligations hereunder continue beyond said child's twenty-third (23rd) birthday.

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5.8 BRUCE shall cooperate fully with CHERYL to assist her in obtaining a conversion or continuation of any present existing health and hospitalization insurance policy under which she is covered to a separate policy issued on her behalf pursuant to the provisions of the Illinois Spousal Health Insurance Rights Act (SHIRA, Ill.Rev.Stat., Ch. 73, Sec. 968[d] and Sec. 979.2; P.A 84-556; S.B. 300) and the Federal Health Insurance Continuation Legislation contained in the Consolidated Omnibus Budget Reconciliation Act (COBRA, P.S 99-272). BRUCE shall execute all documents tendered by CHERYL which are necessary to obtain said conversion or continuation. Upon obtaining a separate policy, CHERYL shall be solely responsible for the payment of premiums thereon.

ARTICLE VI

EMANCIPATION

6.1 For purposes of this Agreement, a child shall be deemed to be emancipated upon the occurrence of the first of the following events:

(a) The child's death;

(b) The child's attaining the age of eighteen (18) years or completion of a high school education, whichever later occurs, but in no event beyond the child's attaining the age of nineteen (19) years;

(c) The child's entry into the armed forces of the United States but the emancipation event shall be deemed to be terminated and nullified in the event of the child's discharge therefrom prior to age 23 as if such emancipation event had not occurred;

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(d) The child's maintaining a full-time residence from the home of the custodial parent provided residency at a boarding school, college, university, graduate, professional or vocational school, or similar facility shall not be deemed to constitute a residence away from the custodial parent's home.

(e) The child's obtaining full-time employment exclusive of employment during school vacation or

(f) The child's marriage.

ARTICLE V

EDUCATIONAL EXPENSES

7.1 BRUCE and CHERYL shall

provide for the education of their children at a college, university or vocational school educational institution for their children, namely: JENNIFER, JOSHUA, MAI and MARY, to the best of their respective abilities pursuant to the provisions of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/1-11), or any succeeding statute, subject to the terms and conditions set forth in this article.

7.2 For purposes of this Article, the term "educational expenses" shall include charges for tuition, room and board, books, clothing, standardized tests, registration fees, professional and/or fraternity or sorority dues, transportation expenses between the school and the child's home (not to exceed three (3) round-trips per school year for a child in attendance at an out-of-town school) and any other reasonable and necessary expense.

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7.3 The parties' obligation to provide a college or trade school education for the minor children shall be limited as follows:

- i) That the child in question has, at the time, the desire and aptitude for a college or trade school education and begins that education not more than one year after graduation from high-school;
- ii) That said education is limited to four (4) consecutive years beginning not more than one year after graduation from high school, except in the case of illness or military service; and
- iii) The Husband and Wife have the financial ability to reasonably afford to pay for the educational and incidental expenses, and after taking into account the availability of grants, scholarships, student loans, and other forms of financial aid.

7.4 In no event shall the parties' liability for the payment of college educational expenses extend beyond any child's 23rd birthday, except in the event said child is prevented from attending college as a result of serious accident or illness or military service.

7.5 The parties' responsibility for providing an undergraduate education shall continue for so long as said child meets the following requirements:

- i) Is a full-time student at an accredited college, junior college, or trade school; and
- ii) Maintains a grade point average equivalent to a "C" or better.

7.6 All decisions relating to the minor children's college or trade school education, including the choice of college or trade school, shall be made jointly by the Husband and

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Wife and shall consider the express preference of the child. In the event the parties cannot agree as to any issue relating to the minor children's college or trade school education, that issue shall be decided by a court of competent jurisdiction.

ARTICLE VIII

LIFE INSURANCE

8.1 BRUCE shall keep and maintain in full force and effect, free and clear of any liens and encumbrances, the policies of life insurance on his life issued by his employer in the amount of \$100,000.00 and Northern Life Insurance Company, Policy #NL00919075, in the amount of \$50,000.00. Within ten (10) days after the effective date of this Agreement, BRUCE shall execute and deliver to the insurer any and all necessary documents required to designate the minor children, JENNIFER, JOSHUA, MATTHEW and NICHOLAS, as the sole and irrevocable beneficiaries thereof. Said beneficiary designation shall continue in full force and effect until the termination of BRUCE's obligations under Articles III, IV, V and VII of this Agreement.

8.2 CHERYL shall keep and maintain in full force and effect, free and clear of any liens and encumbrances, her life insurance through Northern Life Insurance Company in the amount of \$50,000.

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ARTICLE IX

PROPERTY

9.1 The parties acknowledge that they are currently the joint owners of improved real estate constituting the marital residence, which is commonly known as 440 Bell Drive, Des Plaines, Illinois, and which is legally described on Exhibit "B". This property shall be immediately listed for sale through Mary Jo Puhl of ERA Wynway Realty. The listing price of the property shall be determined by the broker and shall take into account the parties need for an expeditious sale. The parties shall accept any reasonable offer to purchase the property upon which they may agree. In no event shall the parties decline to accept any offer that is within five percent (5%) of the list price. The listing price for the real estate shall be reviewed each ninety (90) days until such time as it is sold, and shall be reduced if the broker deems it necessary to effectuate an expeditious sale.

9.2 CHERYL and BRUCE shall each receive fifty percent (50%) of the net proceeds from the sale of said property. Net proceeds is defined as the gross sales price less the payment of the first and second mortgages, brokerage commission, prorations, attorneys' fees and other usual and customary closing charges. Before division of the net proceeds between the parties, the debt of approximately \$18,500.00 shall be repaid to BRUCE's mother, JOYCE LANG.

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9.3 Until the property is sold, it shall be occupied by CHERYL and the minor children of the parties. During CHERYL's occupancy of the residence, BRUCE shall be pay the two mortgages and give CHERYL the sum of SEVEN HUNDRED DOLLARS (\$700.00) per month in child support in lieu of the maintenance and child support payments provided for in Articles III and VI of this Agreement. CHERYL shall be responsible for and shall pay the utilities and other costs of operating the household. Notwithstanding the provisions of this paragraph, BRUCE shall be provided access to the marital residence at all reasonable times for the purpose of making repairs and improvements to the home in preparation for its sale.

9.4 Each of the parties shall retain all items of personal property currently in their possession or under their control, free and clear of any right, title or interest of the other provided, however, that the BRUCE shall be allowed to remove from the marital residence the following items of personal property:

Tools and other items in the garage

Any personal clothing, objects or papers of his which still remain in said residence

One television set

All of the furniture and furnishings belonging to his mother.

The remaining furniture and furnishings in the marital residence shall be ~~the sole and separate property of CHERYL.~~ *divided per the parties agreement*

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9.5 CHERYL shall retain as her sole and separate property free and clear of any interest of the BRUCE, a certain Mercury Cougar automobile. CHERYL shall be responsible for all costs associated with the ownership and operation of said vehicle and shall hold the BRUCE harmless for any costs associated with the ownership and operation of said vehicle.

9.6 BRUCE shall retain as his sole and separate property free and clear of any interest of the CHERYL, a certain Ford Taurus automobile. BRUCE shall be responsible for all costs associated with the ownership and operation of said vehicle and shall hold the CHERYL harmless for any costs associated with the ownership and operation of said vehicle.

9.7 BRUCE and CHERYL shall retain as their sole and separate property, free of any claim from the other, any and all bank accounts, certificates of deposits, individual retirement accounts or any other account held in their respective names as of the effective date of this Agreement.

9.8 BRUCE shall retain as his sole and separate property, free and clear of any right to any interest of CHERYL in a certain snowmobile currently located in the garage of the marital residence. BRUCE shall be responsible for and shall pay any indebtedness on said automobile.

9.9 The parties shall enter into a Qualified Domestic Relations Order which shall provide that BRUCE's 401(k)

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Retirement Plan at Dominick's Finer Foods be divided equally between them as of the effective date of this Agreement.

9.10 BRUCE agrees that his acceptance of the property set forth in this Agreement represents a full and final settlement of any claim he may have in and to any of the property, either marital or non-marital, now owned or hereinafter acquired by CHERYL, whether real, personal or mixed.

9.11 CHERYL agrees that her acceptance of the property set forth in this Agreement represents a full and final settlement of any claim she may have in and to any of the property, either marital or non-marital, now owned or hereinafter acquired by BRUCE, whether real, personal or mixed.

ARTICLE X

DEBTS AND LIABILITIES

10.1 BRUCE has liquidated his pension plan with Dominick's Finer Foods. After withholding \$2,600.00 for payment of federal and state income taxes due to the premature withdrawal of his pension funds, the remaining proceeds shall be used to pay the following debts:

Madigan's	\$ 500
Carson, Pirie Scott	400
J. C. Penney	100
Mastercard	1,500
Visa	3,000
Heating system	1,300
Marshall Field's	150
Cost of repairs to marital residence to prepare for sale	

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Any outstanding utility bills for the marital residence upon the effective date of this Agreement.

If any funds remain from that pension fund after payment of the above debts and taxes, they shall be divided equally between the parties.

10.2 Except as otherwise set forth in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

ARTICLE XI

ATTORNEY'S FEES

11.1 BRUCE and CHERYL shall be solely responsible for the payment of their respective attorneys' fees and court costs incurred in this action, and shall hold the other party harmless thereon.

ARTICLE XII

GENERAL PROVISIONS

12.1 That except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in

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said property, but not limited by, all choses in action, interests as trustee and beneficiaries of trusts, receivables, bank/money market balances, royalties, bonds, stocks, options, securities and real estate.

12.2 MUTUAL RELEASES:

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 maintenance, dower, inheritance, descent, distribution and 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 relation 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 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 and assigns, grantees, and devisees for the purpose of enforcing any or all of the rights specified in and relinquished under this

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Agreement; and further agree 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.

12.3 EXECUTION OF DOCUMENTS:

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

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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 relinquished and waived.

12.4 WAIVER OF ESTATE CLAIM:

Each of the parties, except as herein otherwise provided, hereby waives and relinquishes all right 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 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 rights of the surviving party hereafter to apply for Letter 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 through the 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 he or she sees fit, without restriction or limitation whatsoever, except as otherwise provided herein.

12.5 INCORPORATION IN JUDGMENT FOR DISSOLUTION OF MARRIAGE:

In the event BRUCE or CHERYL at any time hereafter obtains a dissolution of marriage in the case presently pending

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between them, this Agreement and all of its provisions shall be incorporated into any 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. The Court, on entry of the Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

12.6 CONSTRUCTION OF AGREEMENT:

This Agreement shall be construed in accordance with the laws of the State of Illinois. If a court of competent jurisdiction at any time after entry of Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected hereby 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 in that the Agreement was prepared and executed in Illinois, the children are residents of Illinois, and the parties are residents of Illinois. BRUCE has filed an action for dissolution of marriage in Illinois and the CHERYL has filed her appearance and answer in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

12.7 MODIFICATION OF AGREEMENT BY COURT:

In the event any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a

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Judgment of Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that BRUCE and CHERYL shall have the opportunity to consider said alteration, change or modification by said court and, if necessary, re-negotiate all or part of this Agreement.

IN WITNESS WHEREOF, BRUCE and ^{Cheryl} RANDY have hereunto set their respective hands and seals to this Agreement consisting of twenty-five (25) typewritten pages, on the day and year first above written.

APPROVED:

Cheryl Lang
CHERYL LANG

Bruce Lang
BRUCE LANG

KALCHEIM, SCHATZ & BERGER
Attorneys for BRUCE LANG
111 West Washington Street
Suite 937
Chicago, Illinois 60602
312-782-3456
Attorney No. 6091

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EXHIBIT "A"

JOINT PARENTING AGREEMENT

1. BRUCE and CHERYL agree that each is a fit and proper person to be the custodial parent of the minor children of the parties, JENNIFER, JOSHUA, MATTHEW and NICHOLAS.

2. Each party acknowledges the continuing need of the children for close, frequent and continuing contact with both parents and the need for each parent to have daily input into the decisions affecting the upbringing and raising of the children.

3. BRUCE and CHERYL have agreed that the minor children shall reside with CHERYL, except when they reside with BRUCE as follows:

- a) Every Tuesday and Thursday evening from 6:00 p.m. to 9:00 p.m.
- b) Alternate weekends from Friday at 6:00 p.m. through Sunday at 6:00 p.m.
- c) During even-numbered years, BRUCE shall have access to the children on the holidays marked with an asterisk; during odd-numbered years he shall have access to the children on the holidays not marked with an asterisk:
 - Easter Sunday*
 - Memorial Day Weekend
 - Independence Day*
 - Labor Day Weekend
 - Thanksgiving Weekend*
 - Christmas Eve
 - Christmas Day*
 - New Year's Eve
 - New Year's Day*
- d) Father's Day

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- e) During even-numbered years, the children's birthdays
- f) Four (4) one-week periods during the children's summer vacation from school.
- g) Alternate spring vacations from school
- h) One week during the Christmas vacation from school.

4. The parties agree that they shall co-parent the children and that they shall have joint legal and physical custody of their minor children. For the purpose of this Agreement, the term "joint legal custody" means that both parents have equal rights and responsibilities regarding the rearing and overall well-being of the children and regarding the decision making on the issues of the children's education, extracurricular activities, health care and religious training.

5. BRUCE and CHERYL shall not relocate with any or all of the minor children outside of the State of Illinois without prior written agreement of the other parent or an order from a court of competent jurisdiction. Furthermore, the residency schedule set forth above is based on the parties' mutual intent to reside in the Northwest suburbs of Chicago, Illinois.

6. BRUCE and CHERYL shall maintain the right to make day-to-day decisions concerning the minor children while they are in their respective homes, subject to the children's continuing activities and needs. However, it is understood that the children will have a structured daily routine which is suitable for children of their ages while residing with BRUCE and CHERYL.

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7. BRUCE and CHERYL shall each execute consent or authorization forms as may be required by the school the children are attending in order to release reports concerning their progress to the other parent. In addition, BRUCE and CHERYL shall each have the right to contact the children's teachers regarding their academic, social or other progress, and have the right to be informed of and attend parent-teacher conferences, any other school functions, social, athletic, cultural, civic functions, etc., even if not connected with the children's school to which parents are invited.

8. Both BRUCE and CHERYL shall use their best efforts to foster the respect, love and affection of the children towards each parent and both BRUCE and CHERYL shall cooperate fully in implementing a relationship with the children that will give them a maximum feeling of security. BRUCE and CHERYL shall accommodate the social and school commitments of the children.

9. Both BRUCE and CHERYL shall keep each other informed as to the exact place where each of them resides, the telephone numbers of their residences, their places of employment, the telephone numbers of their places of employment, and if either party travels out of town with any or all of the children for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she can be reached.

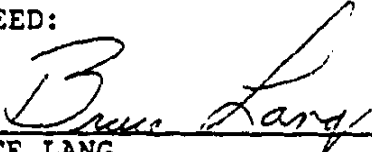
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10. Both BRUCE and CHERYL shall advise each other of any serious illness or injury suffered by any of the children as soon as possible after learning of same. Both BRUCE and CHERYL shall direct all doctors involved in the care and treatment of the children to give them all information regarding any illness or injury, if they request same.

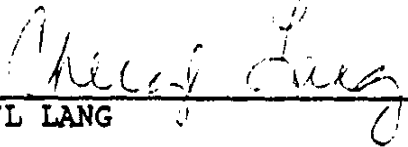
11. BRUCE and CHERYL shall provide the other with reasonable telephone access to the children.

12. Any disputes arising from this Joint Parenting Agreement shall be, except in the case of an emergency, submitted to Father McGinity, or another priest at St. Zachary's Catholic Church in Des Plaines, Illinois. The parties shall attend at least three (3) mediation sessions prior to either party seeking relief from the Circuit Court of Cook County, Illinois.

AGREED:



BRUCE LANG



CHERYL LANG

KALCHEIM, SCHATZ & BERGER
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111 West Washington Street
Chicago, Illinois 60602
312/782-3456
Attorneys for BRUCE LANG

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EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY COMMONLY KNOWN AS 440 BELL DRIVE, DES PLAINES, ILLINOIS

Lot 42 in O.W. Blume's West Acres Unit "B" being a Resubdivision of Part of Lot 9 of Owner's Subdivision of Section 13, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said O.W. Blume's West Acres Unit "B" registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 154, 1965, as Document No. 2219368, in Cook County, Illinois.

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ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the Petitioner's Petition for Dissolution of Marriage is granted and the parties are awarded a dissolution of marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

2. That the aforesaid written Marital Settlement Agreement of the parties is incorporated into this Judgment for Dissolution of Marriage and made a specific part hereof; that each and every provision therein shall be binding upon the parties as an Order of Court; that each of the parties shall comply with said provisions and shall execute all necessary documents to effectuate said provisions.

3. The joint legal and physical custody of the parties' minor children, namely: JENNIFER, JOSHUA, MATTHEW and NICHOLAS, shall be awarded to the Petitioner and the Respondent pursuant to Section 602.1 of the Illinois Marriage and Dissolution of Marriage Act. The primary residence of the children shall be with the Respondent.

4. The Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all of the terms of the written Marital Settlement Agreement made between the parties hereto dated May 31, 1991, as hereinabove set forth.

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5. Pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions of this Judgment are not subject to modification except for those terms concerning the support, custody or visitation of the children and except where the terms of the Marital Settlement Agreement provide otherwise.

6. ~~Based on the parties having agreed, they are hereby permitted to opt out of the child support payment program through the Clerk of the Circuit Court.~~ *PAK DK*

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
AURELIA PUCINSKI	
MAY 31 1991 1204	
JUDGE	<i>G.C. Hupp</i>
DEPUTY CLERK	<i>P.S.</i>
JUDGE	

APPROVED:

Attorney for Petitioner

Ray F. McCampbell
Attorney for Respondent

KALCHEIM, SCHATZ & BERGER
Attorneys for Petitioner
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Attorney No. 6091

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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IDENTIFIED
NO.
CAROL MOSELEY BRAUN
Liberty

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LIBERTY TITLE INS. CO.
925 N. PLUM GROVE RD.
SCHAUMBURG, IL 60173
312 519-7739

#91004421

TORRENCE

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 8-21-91

Archie M. ...

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.