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Form #20

Certificate No. 1497477 Document No. 3997064

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1497477 indicated affecting the
following described premises, to-wit:

LOT EIGHTEEN (Except the North One Hundred Fifty (150) feet thereof)--(18)
In Henry Gottschalk's Subdivision of that part of the South Half (1) of the North Half (1) of the North
West Quarter (1) of Section 6, Township 1, North, Range 14, East of the Third Principal Meridian, lying
West of a line Seven Hundred and Ninety-two (792) feet West of the center of Chicago and Vincennes
Road and East of the East line of Henry Street.

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 9/20/1991

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Attorney Firm Number: 12860

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

3997961

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

IN RE THE MARRIAGE OF:)

DEBORAH LYNN LAZICH (CERWIN),)

Petitioner,)

-vs-)

JOHN LAZICH,)

Respondent.)

No. 90D13970

JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter having come on for hearing on the Petition for Dissolution of Marriage filed by Deborah Lynn Lazich (Cerwin), petitioner: Petitioner having been represented by Patricia A. O'Connor of O'CONNOR, SCHIFF & MYERS, attorneys; and John Lazich, appearing in open court pro se, the matter having proceeded to hearing upon the verified Petitioner for Dissolution of Marriage, and the court having heard the testimony and evidence in support of the allegations of said petitioner; and the court being otherwise duly and completely advised informed in the premises, finds as follows:

1. This court has jurisdiction of the parties hereto and the subject matter hereof.

2. Petitioner and respondent were resident and domiciled in the State of Illinois, at the time the Petition for Dissolution of Marriage was filed and have maintained said domiciles and residences in the State of Illinois for in excess of ninety (90) days next preceding the making of these findings.

Handwritten notes:
Should no rights / show no fees / GC to W, no consideration
subject to right / not subject to

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3. The parties were married on June 5, 1982, and the marriage was registered in Cook County, Illinois.

4. That as a result of the marriage of the parties hereto there were two (2) children born, namely Dana Lynn Lazich, born March 28, 1985 and Matthew Lazich, born January 21, 1990. There were no other children adopted by the parties, and wife is not now pregnant.

5. Without cause or provocation by Petitioner, Respondent has been guilty of extreme and repeated acts of mental cruelty toward Petitioner within the meaning of Section 401(2) of the Illinois Marriage and Dissolution of Marriage Act, which has caused the irretrievable breakdown of the parties marriage and reconciliation efforts have failed and future attempts at reconciliation would be impractical and not in the best interests of the family.

6. The parties ceased living together as husband and wife on or about April 13, 1990. That the parties did submit to requisite waiver of the statutory two year requirement.

7. Outstanding Debts: It is requested that the court shall find each party be solely responsible for any and all outstanding debts which he or she had incurred individually at any time. Notwithstanding the foregoing, the parties shall specifically adhere to the following:

All credit cards bearing the name of the petitioner shall be retained solely in the petitioner's name and all outstanding debts sole responsibility of the petitioner. Any credit cards held by the respondent shall be retained solely in the respondent's name

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and all outstanding debts incurred and due on said credit cards shall be the responsibility of the respondent.

8. That the parties hereto have entered into a marital settlement agreement dated December 4th, 1990, concerning the questions of maintenance of the petitioner, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property and other matters, which agreement has been presented to this court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this court; and it is not entered into for the purpose of collusion; and that said agreement is attached hereto.

WHEREFORE, it is ordered, adjudged and decreed that the court by virtue of the power and authority therein vested and the statutes in such case made and provided, DOETH ORDER, ADJUDGE AND DECREE AS FOLLOWS:

1. That the parties are awarded a dissolution of marriage and bonds of matrimony existing between the parties be and is herein dissolved.

2. That the custody of the minor children, namely Dana Lynn Lazich and Matthew Lazich be awarded to the Petitioner, Deborah Lynn Lazich and she shall have the sole care, custody, control and education of said children. That the parties agree that there is no dispute with regard to the fact that both parents are fit but that they have mutually decided that the care, custody, control and education of said children shall be with the petitioner. It will

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be the intention of both parties to foster the love of said minor children.

3. That as a result of the differences in the incomes of the parties, and the amount of custodial time allocated, the respondent can more adequately support the children and shall be responsible for monthly payments as per the attached Marital Settlement Agreement.

4. Each of the parties hereto shall be barred from any claim of maintenance which they might have against each other, past, present or future. Both parties further represent that they are in good health and employable and both shall be barred from the collection of maintenance.

5. Each party shall retain any bank accounts or checking accounts currently in their possession, free and clear from the claim of the other.

6. That this court shall retain jurisdiction of the instant cause and for the express purpose of enforcing the terms and provision of this judgment of dissolution of marriage and the Marital Settlement Agreement attached hereto.

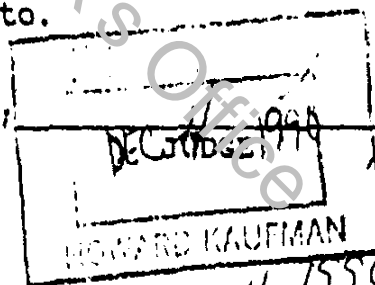
Dated:

Entered:

PREPARED BY:

PATRICIA A. O'CONNOR
Attorney for Petitioner

Attorney Firm Number: 12860
O'CONNOR, SCHIFF & MYERS
2 North LaSalle Street
Tenth Floor
Chicago, Illinois 60602
(312) 750-9700

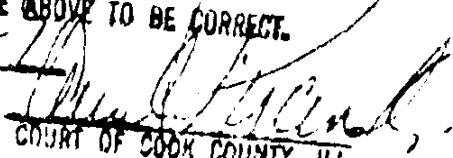


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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-17-11 

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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FIRM I.D. 12860

CODE: LAZICH

PAOC/jaw

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:)

DEBORAH LYNN LAZICH (CERWIN))

Petitioner,)

-vs-

No. 90 D 13970

JOHN LAZICH)

Respondent.)

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 4th day of December, 1990,
in Chicago, Illinois, by DEBORAH LAZICH (hereinafter referred to
as "Wife" and "Mother"), and JOHN LAZICH (hereinafter referred to
as "Husband" and "Father").

RECITALS:

A. The parties were lawfully married seven (7) years ago on
June 5, 1982, in Chicago, Illinois, and the marriage was registered
in Cook County.

B. Irreconcilable and unfortunate differences have arisen
between the parties which have rendered impossible a continuation
of the marital relationship existing between them, and, as a result
of which, the parties hereto ceased living together as Husband and
Wife on or about April 13, 1990 through no fault of either party.

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C. Two children were born to the parties as a result of their marriage. Namely: DANA LYNN LAZICH, a daughter, presently five (5) years of age, born on March 28, 1985 and MATTHEW LAZICH, a son, presently less than one year of age, born on January 21, 1990. The children are presently residing with Wife. No other children were born to or adopted by the parties as a result of the marriage and Wife is not now pregnant. Wife and Husband agree that Wife is a fit and proper person to have the custody of the children.

D. Wife has filed an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number _____. The case is entitled: IN RE THE MARRIAGE OF: DEBORAH LYNN LAZICH (CERWIN), Petitioner, and JOHN LAZICH, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for Wife and Husband, matters of custody, visitation, support, medical and related needs and the education of the children of the parties and to fully settle rights of property of the parties, other rights growing out of the marital or other relationship now or previously existing between them and to 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, or to any property of the other, whether real, personal or mixed, now owned or which may hereafter be acquired by

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either of them or any rights or claims in and to the estate of the other.

F. Wife has employed and had the benefit of counsel of O'CONNOR, SCHIFF & MYERS Firm No. 12860, as her attorneys. Husband is representing himself, pro se. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed on his or her respective rights. Each party acknowledges that they are not acting under duress or coercion, but as a matter of their own free will and by choice.

G. It is specifically understood by Husband and Wife that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either Husband or Wife that any person, including their children, be third party beneficiary of this Agreement now or in the future. Any benefits which may be conferred upon any persons, including the children of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and

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valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

1. RIGHT OF ACTION AND INCORPORATION OF RECITALS:

1. The foregoing Recitals are made a part of this Agreement.

2. This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regarding the marriage.

2. VISITATION: Husband and Wife agree that each is a fit and proper person to have the care, custody and control of the minor children. Actual physical custody, however, shall be with Wife subject to the right of Husband to visit with the children, and have them at all reasonable times as may be convenient for the parties and in the best interest of the minor children. Husband shall give three days' notice to Wife prior to exercising all visitation rights except as otherwise stated herein.

A. Husband shall have the children as follows:

(a) So long as both parents residences shall be within fifty (50) miles of each other:

(i) Weekends: Husband shall have the children on the first and third weekends from 5:00 p.m. on Friday to 8:00 p.m. on Sunday, commencing on the execution of this Agreement and continuing until further order of court. Husband must be prompt for pick-up on Friday: Any delay past 15 minutes from set time without prior

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agreement shall result in a waiver of that weekends visitation rights. By the same token, children must be available at Wife's residence or at the location otherwise agreed upon promptly at the agreed or aforesaid time.

- (ii) Weekdays: Husband shall have the children on every Monday Evening from 5:00 p.m. to 8:00 p.m., commencing on the execution of this Agreement and continuing until further order of court. Pick-up must be promptly at 5:00 p.m. or as otherwise agreed or that Mondays visitation shall be waived. Husband shall also be entitled to have the children for a second visitation day of the work week (Monday thru Thursday) upon three day notice to wife.
- (iii) Holidays: Husband shall have the children on alternate holidays from 7:00 p.m., the evening preceding said holiday to 7:00 p.m. on the date of said holiday as follows: Memorial Day (even numbered years), Independence Day (odd numbered years), Labor Day (even numbered years), Veterans Day (odd numbered years) and Thanksgiving Day (even numbered years), commencing Thanksgiving holiday, 1990.
- (iv) Christmas: Christmas shall be divided into two (2) periods, the first commencing at 7:00 p.m. on the last day of school before Christmas school vacation and ending at 10:00 a.m. on Christmas Day; the second period shall commence at 10:00 a.m. on Christmas Day and terminate at 5:00 p.m. on New Years Day. Wife shall always have the first period, Husband the second period. Husband shall also be entitled to have the children on January 7th from after school to 10:30 p.m. to celebrate Serbian Christmas Day.
- (v) Easter: Husband shall have the children in odd numbered years for Easter vacations, commencing in the year 1991, from 7:00 p.m. the last day of school before vacation and ending at 7:00 p.m. the day before school resumes if he gives Wife three weeks written notice of wanting to have the children over the Easter holidays.
- (vi) Father's Day: Husband shall have the children every Father's Day, all day or as much as he shall request in writing, three days prior to Father's Day, regardless of any other visitation provisions.

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- (vii) Child's Birthday: Husband shall have the children for their birthday every year beginning in the year 1990 from 5:00 p.m. to 8:30 p.m.
- (viii) Vacations: Husband shall be entitled to an extended period of visitation during the summer vacation months, not to exceed two (2) weeks, which vacation period shall be at a time mutually agreeable to the parties with Wife sending Husband written notice of at least two available periods which do not overlap of no less than two weeks each for husband to choose between no later than April 30th of any given year. When children have attained their twelfth birthday, the mother shall request that the individual child send her/his father said written notice.
- (b) Wife shall have the children at all times not provided for above, and Wife shall also have the children as follows:
- (i) On the childrens' birthday every year, commencing in the year 1990, from 12:01 a.m. to 5:00 p.m. and thereafter from 8:30 p.m. to 12:00 midnight.
- (ii) Every Mother's Day, all day, regardless of other visitation rights.
- (c) Miscellaneous. Husband has the responsibility for the children's transportation, including all costs, to and from Husband's residence for visitation.
- (d) In the event Husband has visitation on a day contiguous with his weekend visitation, the children do not have to return for the intervening night.
- (e) Both parties may maintain reasonable telephonic communication with the minor children at all times.
- (f) The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education and upbringing with a view toward arriving at a harmonious policy calculated to promote the children's best interest and not with a view toward the personal desires of the parties.
- (g) The residence of the children, or either of them, shall at all times be known to both parties, and each party shall immediately notify the other of any illness or other emergency that may arise while the children, or either of them, are in his or her custody.

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(h) Long Distance Move: In the event that one or the other of the parties shall move a distance of more than fifty miles from the other, the following revision of the visitation rights are agreed.

(i) Husband's summer vacation shall be altered in that husband shall be entitled to no less than one month visitation as per section (viii) herein.

(ii) Husband's other visitation rights shall remain unaltered except that both parties agree that it would be virtually impossible to exercise said rights and therefore husband shall be required to give wife at least one month's notice of any weekend, week-day or holiday visitation he intends to keep.

3. In regard to the right of Husband to reasonable visitation with the minor children, each of the parties promises to exercise the utmost good faith and to consent to all reasonable requests and demands made by the other party in connection with the exercise of visitation, and each acknowledges that it is in the best interest of the minor children that both parents instill and generate an affection on the part of the minor children for the parents, and, in order to accomplish this, it is necessary that each party assume the responsibility of frequent association with and attention to the children; further, that each party refrain from making any insulting, derogatory or deprecatory remarks or comments about the other to or in the presence of the minor children, or either of them.

4. Support of Children: Husband shall pay to Wife as and for the support and maintenance of the children, the sum of \$9,600.00 DOLLARS per year payable in equal semi-monthly

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installments of \$400.00 DOLLARS, commencing on the first day of the month following the effective date of this Agreement and continuing thereafter, until the children shall have reached their majority as herein stated. After the first 4 years and beginning with January 1, 1995, Husband shall pay to Wife as and for the support and maintenance of the children, the sum of \$10,800.00 DOLLARS per year, payable in semi-monthly installments of \$450.00 DOLLARS, commencing on the first day of the month following the expiration of said five year period and continuing thereafter until January 1, 2000. Beginning January 1, 2000, Husband shall pay to Wife as and for the support and maintenance of the children, the sum of \$11,400.80 DOLLARS per year, payable in semi-monthly installments of \$475.00 DOLLARS, commencing on the first day of the month following the expiration of said five year period and continuing thereafter until the older child of the parties, Dana, reaches the age of 18 years, and her majority as herein stated as which time and as of her majority date, child support shall be reduced to \$9,600.00 DOLLARS yearly, or \$400.00 DOLLARS semi-monthly until the younger child, Matthew, shall reach 18 and his majority. Support and maintenance dollars shall not abate or diminish even though either or both of said children attains majority or full emancipation prior to their eighteenth birthday. The parties recognize that during the time the children are with Husband during visitation and vacation periods, the cost to Wife for the children's support will be diminished; however, this was contemplated when the total amount of support was determined, and there shall be no abatement or diminution in child support payments at any time when Husband is exercising his rights to visitation no

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matter how extended by agreement of the parties and either or both of the children are with him for that visitation period.

5. Commencing with and including the calendar year 1990 and in all subsequent years, so long as Husband is current (less than One Thousand Dollars behind) in the support payments set forth in the above paragraph, Husband alone shall be entitled to claim the children as dependents on his federal and state income tax returns on even numbered years. Wife shall be entitled to claim the children and thereby their tax credit every odd numbered year or in any year where Husband is more than \$1,000.00 in arrears of child support as of December 1 of that year.

6. WAGE DEDUCTION: In lieu of collection through the Clerk of the Court, Husband has elected and does hereby covenant, agree and promise to inform his employer(s) of his obligation herein for child support and to request automatic wage deduction from his employer(s) payroll checks with said deduction to be automatically forwarded to wife's residence. Husband does hereby covenant, agree and promise to timely inform his employer(s) of increased or decreased support amounts as herein delineated. Should Husband fail to so inform his employer(s), Wife may immediately begin contempt proceedings as well as to apply and accept the help of the Clerk of the court for collection.

7. MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF CHILD: Wife, at her sole expense, shall maintain in full force and effect, health and accident insurance for the minor children of the

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parties, and Wife shall be responsible for hospital, surgical, optical and orthodontal care and for all extraordinary medical and dental care of the minor children of the parties. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care. In the event of serious illness of the minor children, or the need for hospital, surgical, optical or orthodontal or extraordinary medical or dental care, Wife shall consult Husband about such expenses but because the burden is hers, Husband may neither deny nor demand any ordinary or extraordinary expense unless there is a question of life threatening nature. It is understood by both parties that Wife's obligation to consult Husband before incurring any expenses of this nature shall not apply in cases of emergency where either of the children's lives or health might be imperiled by delay. Wife's obligation with respect to each of the children shall terminate when each child reaches eighteen (18) years of age or is sooner emancipated as provided in Paragraph 9. herein. Wife shall be responsible for all of the ordinary medical expenses of the minor children of the parties. The term "ordinary" as used in this paragraph shall include, but not by way of limitation, all annual health checkups, immunizations, dental cleaning, including x-rays, eye checkups, and general diagnostic examinations.

8. LIFE INSURANCE ON HUSBAND: Husband does hereby covenant, agree and promise that ownership of the Allstate insurance policy

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number _____ with a present face value of \$100,000.00 shall be transferred to his Wife's ownership and that Husband and Wife shall execute any necessary forms in order to transfer that ownership and to change the beneficiary of said policy to "irrevocable" status for the benefit in equal shares to the parties' two children. Husband does hereby acknowledge and agree that he has recently taken a loan out on said policy and does hereby agree to pay any and all interest due on the loan during the year 1990 and that he will repay the entirety of the loan, including any unpaid or payable interest due, in equal installments during the year 1991 (beginning with January 1, 1991 and ending with December 1, 1991) through automatic wage deduction. Should wife not receive a first repayment of said loan by January 15th of 1991, she may make demand upon Husband's employer and/or may proceed with contempt proceedings as well as file with the Clerk of the Court. Husband and Wife acknowledge that the purpose of said insurance is to provide for support and protection for their children in the event of the death of Husband and therefore the subsequent loss of support to their children. Husband shall be responsible for the payment of premiums on said policy, through wage deduction regardless of majority of children until paid up or Husband may elect to convert the policy to a single premium pay or short pay to eliminate any increase in cost of the premium for monthly wage deduction payments.

9. EDUCATION OF CHILDREN: While the children remain minors, Husband and Wife shall be equally responsible for the cost of extra-curricular activities, including sport related fees, summer camp, music lessons, etc. Wife shall initially pay for such

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activities and shall send husband copies of bills for one-half reimbursement up to One Thousand Dollars per calendar year, unless otherwise agreed upon in writing. Wife shall be responsible for grade and high school book fees and lunch fees. Husband and Wife shall be jointly responsible for one-half of all expenses of the children's trade school or college and professional school education. By "education expenses," there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority or fraternity dues, assessments and charges, and round-trip transportation expenses between the trade school, college or professional school, and the home of the child, those round trips not to exceed four (4) in any calendar year. The trade school or college is limited to four (4) consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service, and the professional school education is limited to two (2) consecutive years after graduation from college, except the time shall be extended in the case of serious illness or military service or in the event the professional school attended usually extends for a required period beyond two (2) years. The decisions affecting the education of the child, including the choice of trade school or college and professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the express preference of the child.

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10. EMANCIPATION EVENT: With respect to the child: an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following at which time Wife or Husband's support obligations and Husband and Wife's deduction obligation for the child as detailed in this Agreement shall terminate:

- (a) The child's reaching majority or completing trade school or college and professional school education - within the time set forth in Article 9 herein, whichever shall last occur;
- (b) The child's marriage (but not if spouse is also a full-time student - twelve hours minimum per semester).
- (c) The child's having a permanent residence away from the permanent residence of Wife or Husband. A residence at, or near boarding school, camp, trade school, college or professional school and while attending that school is not to be deemed a residence away from the permanent residence of Wife or Husband.
- (d) The child's death;
- (e) Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, such emancipation event shall revert as though that event had not occurred; and shall be according to the provisions herein contained.
- (f) The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods or while continuing to carry at least twelve hours each semester and during that time allowed the child to complete college or professional school as set forth in Article 9 herein shall not be deemed an emancipation event.

11. PROPERTY SETTLEMENT:

All of the furniture, furnishings, fixtures and personal property now in each parties possession shall be the sole property of the possessor, with the exception of the following household items as listed in schedule A, attached.

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On the effective date of this Agreement, Husband shall pay to Wife in full settlement of her property rights and for any maintenance she might claim as a result of the existing marital relationship,

SELECT ONE:

() [the sum certain of \$50,000.00 DOLLARS to be paid in installments of \$250.00 semi-monthly until paid], or

(X) [Husband does hereby waive any right, title or interest in the marital home in lieu of cash settlement.]

Therefore, Husband does hereby waive and release all of his right, title and interest in the property of Husband and Wife except for personal or real property granted specifically to him in this Agreement. Said waiver includes, but is not limited to, the real estate commonly known as 18465 Klimm Ave., Homewood, Illinois.

Immediately upon the entry of a Judgment for Dissolution of Marriage, if one be entered between the parties, Husband shall convey to Wife by a proper quit claim deed granting all of his right, title and interest in and to the marital residence located at 18465 Klimm Ave., Homewood, Illinois, (which is now held in joint tenancy between the parties.) Said marital residence is legally described on Schedule "A" attached hereto and incorporated herein.

Commencing with the execution and delivery of said quit claim deed, Wife shall be solely responsible for all payments that become due for the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said residence, and Wife shall indemnify and hold Husband harmless from any liability therefor.

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Husband warrants that there are no liens or encumbrances against the marital residence with the exception of the existing first mortgage in the approximate amount of \$45,000.00 DOLLARS and a second mortgage of approximately \$10,000.00 DOLLARS.

Husband further covenants and agrees that he will pay and defray in its entirety any liability for federal or state income taxes arising out of or referable to the transfer by him to Wife of the premises aforesaid, including interest, deficiencies and penalties, if any, thereupon levied, assessed and extended.

12. AUTOMOBILE OWNERSHIP: Wife agrees to waive all right, title and interest in and to the following:

A 1987 Jeep Wrangler currently in husband's possession;

Husband agrees to waive all right, title and interest in and to the following: A 1986 Dodge Omni presently in wife's possession.

Furthermore, each party agrees to sign any and all documents necessary to transfer title for the other to acquire sole ownership of the automobiles presently in the others possession. Furthermore, both husband and wife agree to be solely responsible for any and all financial obligation with respect to purchases, ownership and/or operation of said automobiles and to hold each other harmless from the date of this agreement and thereafter.

13. CREDIT CARD AND OUTSTANDING DEBTS: It is requested that the court shall find that each party be solely responsible for any and all outstanding debts which he or she has incurred individually at any time. Notwithstanding the foregoing, the parties shall

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specifically adhere to the following: all credit cards bearing the name of the wife shall be retained solely in the wife's name and all outstanding debts incurred and due on said credit cards shall henceforward be the sole responsibility of the wife. Any credit cards held in both the respondent-husband's name and petitioner-wife's name shall be retained solely in the husband's name and all outstanding debts incurred and due on said credit cards shall henceforward be the sole responsibility of the husband. Each party agrees that no further responsibility regarding any past or future purchases on said credit cards need be apportioned. The parties shall be solely responsible for the following outstanding debts as listed and described in Schedule B attached hereto. The parties shall pay any other debt not listed in Schedule B which he or she has incurred individually at any time as the sole responsibility of the party which incurred said debt. Each party shall thereafter hold the other forever harmless for any debt other than those herein stated.

14. WAIVERS OF MAINTENANCE: Husband does hereby waive, release and relinquish any and all claim of maintenance which he may have against Wife as a result of the existing marital relationship. Husband hereby acknowledges that he may not come into the Circuit Court of Cook County, Illinois, or any other court and claim maintenance against Wife.

Wife does hereby waive, release and relinquish any and all claim of maintenance which she may have against Husband as a result of the existing marital relationship and as a result of Husband's release of all right, title and interest to the marital

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home. Wife hereby acknowledges that she may not come into the Circuit Court of Cook County, Illinois, or any other court and claim maintenance against Husband.

15. COURT COSTS AND ATTORNEY FEES: Wife shall be solely liable for the payment of her attorneys' fees, with respect to the Dissolution of Marriage proceedings. Husband shall be solely liable for the payment of his attorneys' fees and all other incidental court costs, other costs, and expenses with respect to the Dissolution of Marriage proceedings. Neither party shall be liable for the attorneys' fees, costs and expenses of the other party as a result of any proceedings in the Dissolution of Marriage. Any post-judgment proceeding which may occur shall result in the party which is held in contempt to be responsible for all court costs, attorney fees, etc., necessary for enforcement.

16. INCOME TAX RETURNS:

(A) Husband and Wife shall each represent and warrant to the other that he or she has heretofore duly reported all state and federal income taxes due and owing as a result of his or her income both prior and to and throughout their marriage from all sources; that Husband and Wife do hereby warrant and indemnify each other from any and all interest or penalties now due and owing with respect thereto; that at present no tax deficiency proceeding is pending or threatened thereon; and that no audit of their joint tax returns is pending. That the parties shall each agree that if there is at any time a deficiency assessment in connection with any of their joint tax returns he or she shall notify the other immediately thereof in writing and that Husband shall be responsible for any such assessment for all years they were married

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prior to and including the taxable year of 1989. That in the year of the parties dissolution, namely 1990, the parties do hereby warrant and agree to pay their individual share of taxes based strictly upon the percentage of their individual income stated on line 32 of the form 1040 or on similar statement of total taxable income in the tax document selected by the parties, exclusive of child support, maintenance or any other possible set off or deduction. Wife shall be responsible for the preparation and filing of the 1990 return, however, Husband does hereby covenant and agree to provide any and all documents necessary for completion of said return no later than March 15, 1991 and Husband shall pay one-half of any and all costs for a tax professional should one be necessary. That the parties shall further agree that the party responsible for an amount being owed because of his or her failure to pay the proper tax due thereon shall pay the amount ultimately determined to be due thereon, together with interest and penalties, arising from his or her acts, as the case may be, for breach of the aforesaid representations and warranties. That each party shall further agree that he or she shall in all respects indemnify the other, and hold him or her harmless from, any deficiency assessment or tax lien arising from the acts of that party on any joint returns filed by the parties, including any damages and expenses whatsoever in connection therewith, if such deficiency, assessment or lien results from incorrect or inadequate information provided by such party on his or her income. That each party shall agree and warrant to hold each other harmless thereafter. That beginning with the year 1991 each party shall be solely and exclusively

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accountable for their own tax returns and shall forever hold each other harmless thereafter.

17. INCORPORATION, WAIVER AND JURISDICTION: In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into the Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect. In no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case referred to hereinbefore. The Court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the terms and provisions of this Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, legatees, devisees and grantees of the parties hereto.

To the fullest extent by law permitted, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and quit claim to the other, his or her heirs, personal representatives and assigns all rights of spouse maintenance, marital property, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate, under any present or future law, or which he or she otherwise has or might have or be entitled to claim as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, 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

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manner acquired by the other party, in possession or in expectancy, whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns that neither of them will at any time hereafter institute any proceeding or claim against the other or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any of the rights specified in and relinquished under this Agreement. The parties further agree that in the event any proceeding or claim shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or proceeding so instituted by either party hereto. The parties agree 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 reasonably required to effect or evidence the release, waiver, relinquishment or extinguishment of all rights set forth herein, provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of: (a) the obligation of the other to comply with the provisions of this Agreement; or (b) any of the rights of such party under this Agreement.

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

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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 furthermore, 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 had predeceased one another. The parties hereby reserve 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 that nothing contained herein shall operate or be construed as a waiver or release by either party of: (a) the obligation of the other to comply with the provisions of this Agreement; or (b) the rights of such party under this Agreement.

The Circuit Court of Cook County shall expressly retain jurisdiction of these matters for the purpose of enforcing all the terms and provisions of the Judgment for Dissolution of Marriage, including all and singular the terms and provisions of the Agreement between the parties, as hereinbefore set forth.

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

Deborah Lynn Lazich
DEBORAH LYNN LAZICH (CERWIN)

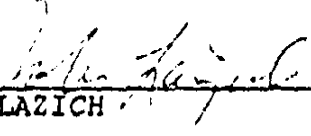
John Lazich
JOHN LAZICH

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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

JOHN LAZICH, being first duly sworn, upon his oath deposes and states that he has read the foregoing Marital Settlement Agreement consisting of 23 pages and Schedule A and B and that the contents therein are true and correct and that he had subscribed the same as his free and voluntary act.



JOHN LAZICH

Subscribed and sworn to before me
this 15th day of November, 1990.



Notary Public



County Clerk's Office

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SCHEDULE A

"DIVISION OF HOUSEHOLD ITEMS"

HOUSEHOLD ITEMS TO BE DELIVERED TO POSSESSION OF HUSBAND:

Husband shall have in his possession a 1987 Jeep Wrangler, his personal property, musical instruments, tapes, albums and weight benches.

HOUSEHOLD ITEMS TO BE DELIVERED TO POSSESSION OF WIFE:

Wife shall have in her possession a 1986 Dodge Omni, all household appliances and furniture. All personal items of clothing including children's personal property.

The parties do hereby covenant and agree that all above-stated items shall be promptly released to the party entitled to possession and that both parties shall cooperate to the utmost to ensure pick up and/or release as the case may be within thirty days of the date of the dissolution.

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SCHEDULE B

"DEBTS"

DEBTS TO BE PAID BY HUSBAND:

| | <u>OWED AMT.</u> | <u>MONTHLY PAYMENT</u> |
|--|-------------------|------------------------|
| American General Finance (GFAC #2) | \$1,663.36 | \$ 72.32 mo. |
| GFAC #1 | 1,217.04 | 57.68 mo. |
| Champion Federal S & L (John's Jeep) Acct # 90-133228-75 | 6,215.02 | 277.37 mo. |
| Bacarach's | 180.81 | 18.00 min. |
| | <u>\$9,276.23</u> | <u>\$425.37 mo.</u> |

DEBTS TO BE PAID BY WIFE:

| | | |
|---|--------------------|-----------------------|
| Firestone | \$ 346.53 | \$ 20.00 mo. |
| Sears | 1,829.32 | 85.00 mo. |
| J.C. Penny's | 155.11 | 35.00 mo. |
| Ford Consumer Finance Corp. | 9,764.90 | 117.87 mo. |
| Household Finance Corp. | 2,431.86 | 110.00 mo. |
| Champion Federal S & L | 2,005.66 | 234.77 mo. |
| Visa (First Card) | 2,978.08 | 62.00 mo. |
| Fashion Bug | 71.41 | 10.00 mo. |
| Dr. Nirmala (OB) | 110.00 | - 0 - |
| Calumet Federal Savings House Acct # 04-10016675 | 45,000.00 | 527.00 mo. |
| | <u>\$64,692.34</u> | <u>\$1,201.64 mo.</u> |

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SCHEDULE B

"DEBTS"

| Debt assumed by Petitioner, Deborah Lynn Lazich (Cerwin) | <u>APPROXIMATE AMOUNT</u> |
|--|---------------------------|
| Champion Federal Savings & Loan P.O. Box 127 Bloomington, IL 61702-0127 (Account #90-287322-78) | \$ 2,005.66 |
| Visa (First Card) P.O. Box 2004 Elgin, IL (Account #4673-680-344-314) | 2,978.08 |
| Fashion Bug 4653 E. Main St. Columbus, Ohio 43251-9049 (Account #585637-755-2142966) | 71.41 |
| Dr. Nirmala | 110.00 |
| Calumet Federal Savings (Account #04-10016675) | 45,000.00 |
| Household Finance Corp. P.O. Box 1878 N. Suburban, IL 60128 (Account #415901-16-194078 6) | 2,431.86 |
| Ford Consumer Finance Corp. P.O. Box 429515 Cincinnati, Ohio 45242 (Account #21895-8) | 9,764.90 |
| J.C. Penney P.O. Box 20201 San Antonio, Texas 78278 (Account #272-093-404-51) | 25.22 |
| Sears, Roebuck & Co. P.O. Box 182173 Columbus, Ohio 43228-2073 (Account #1 53404 24503 0) | 2,829.02 |
| Firestone P.O. Box 81,44 Cleveland, Ohio 44188-0144 (Account #189244109) | 244.00 |

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(Schedule B - Continued)

| Debts Assumed by Respondent, <u>John Lazich</u> : | <u>APPROXIMATE AMOUNT</u> |
|--|-------------------------------|
| Champion Federal Savings & Loan P.O. Box 127 Bloomington, IL 61702-0127 (Account #90-133228-78) | \$ 6,215.02 |
| Bacarach's 2354 Hubbard Ave. Decatur, IL 62526 (Account #2-84750) | 180.21 |
| American General Finance (GFAC #2) 2 River Place South Holland, IL 60473 (Account #D1E9) | 1,663.36 |
| American General Finance (GFAC #1) 2 River Place South Holland, IL 60473 (Account #D4E1) | 1,217.04 |

Real Estate: Marital Residence

Commonly known as 18465 Klimn Avenue to be transferred and held solely and exclusively by wife in lieu of maintenance and in full final settlement regarding maintenance as per provision 11 contained herein.

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1497477
NID
NCS

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REGISTRAR OF TITLE
CAROL MOSELEY BROWN
1001 SEP 20 AM 11:58

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Change of Address
2 N Wacker Dr Suite 100
Chicago IL 60604