

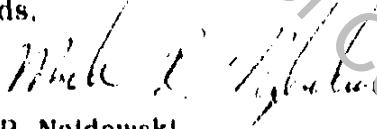
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September 11, 1991

TO WHOM IT MAY CONCERN;

This letter is to confirm that I am divorced from Theresa A. Bjerklie, formally Theresa A. Najdowski. This divorce was final on April 21, 1983. I have since received full payment of \$6,000 as agreed in the settlement for property at 280 Lincoln Street, Hoffman Estates, Illinois.

Regards,



Mark R. Najdowski

* Letter of acknowledgment for receipt of \$6000 pursuant to divorce decree
82 D 22256 is sufficient.

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4. That the Respondent, Mark R. Najdowski, without fault or provocation by the Petitioner, Theresa A. Najdowski, been guilty of mental cruelty as charged in the Petition for Dissolution of Marriage.

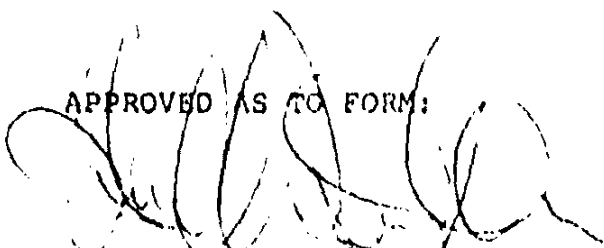
IT IS THEREFORE ORDERED AND ADJUDGED THAT:


A. The bonds of matrimony presently existing between the Petitioner, THERESA A. NAJDOWSKI, and the Respondent, MARK R. NAJDOWSKI, be and the same are hereby dissolved and this marriage is declared terminated.

B. That the Property Settlement Agreement entered into on the 21 day of April, 1983 by and between the Petitioner, THERESA A. NAJDOWSKI, and the Respondent, MARK R. NAJDOWSKI, be and it is hereby incorporated into and made a part of this Decree.

C. That this Court retains jurisdiction to insure compliance with each and every term and provision hereof.

APPROVED AS TO FORM:


HOWARD M. BRANDSTEIN
Attorney for Petitioner
180 N. LaSalle St.
Chicago, Illinois 60601
236-0100


STEPHEN M. WATERS
Attorney for Respondent
150 N. Wacker Drive, #1060
Chicago, IL 60640
372-0660

ENTER:

FILED
APR 21 1983
CLERK'S OFFICE

3397255

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9/29/11 Carolee Krasner

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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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of April, 1983, by and between THERESA A. NAJDOWSKI, Petitioner, hereinafter referred to as the Wife and MARK R. NAJDOWSKI, Respondent, hereinafter referred to as the Husband, both of the parties hereto being residents of the County of Cook and State of Illinois,

W I T N E S S E T H:

WHEREAS, the parties hereto were married on the 21st day of August, 1976, at Melrose Park, Cook County, Illinois, and are now husband and wife, and

WHEREAS, no children were born or adopted as a result of this marriage and the Petitioner is not now pregnant.

WHEREAS, certain unfortunate and irreconcilable differences have arisen between the parties, as the result of which they are separated, and have ceased to live together as husband and wife, and

WHEREAS, it has now been determined that it is impossible for the parties to live happily in a marital state and the Wife has filed her Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, and now known as General No. 82 D 22256, entitled: THERESA A. NAJDOWSKI vs. MARK R. NAJDOWSKI and the said cause is pending and undetermined on the calendar of said court, and

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acquired certain property, the present ownership of which is in dispute, and

WHEREAS, without any collusion as to the bringing of this action for dissolution in any appropriate jurisdiction, the parties hereto consider it to their best interests to settle between themselves now and forever their respective rights of property dower, homestead and any and all other rights of property or otherwise arising out of the marital or any other relationship now or previously existing between them, and which either of them now has or may hereafter claim to have against the other, and all rights of every kind, nature and description which either of them now or may hereafter have or claim against the other, or in and to any other property of the other, of every kind, nature and description, whether real, personal or mixed, now owned, or which may hereafter be acquired by either of them, and

WHEREAS, the Wife has retained the firm of HOWARD M. BRANDSTEIN as her attorney and the Husband has retained STEPHEN WATERS as his attorney, and each party has had the benefit of counsel and advice of his and her respective attorneys, and each party has made full disclosure to the other of all properties owned by her or by him and of the income derived therefrom and from all other sources, and are fully advised as to their rights in the premises;

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and agreements of the parties hereto and of the sum of TEN (\$10.00) DOLLARS paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and for other good and valuable considerations set forth herein, the parties hereto agree as follows:

1. This Agreement is not one to obtain or stimulate a dissolution; the Wife reserves the right to prosecute any action for dissolution which she shall deem necessary or proper to bring and to defend any action which the Husband has brought or may bring. The Husband reserves the right to prosecute to Judgement or Decree any suit for Dissolution of Marriage or any other such suit he may hereafter commence and to defend any suit for Dissolution of Marriage as may be commenced by the Wife

2. The Husband covenants and agrees that he will, simultaneously upon the entry of a Judgement for Dissolution of Marriage in the above captioned cause quit-claim to the Wife all of his right, title and interest in and to the premises formerly comprising the marital home of the parties commonly known and described as 280 Lincoln Street, Hoffman Estates, Illinois, and further described as:

Lot Fifteen (15) in block sixty seven (67), in Hoffman Estates V, being a subdivision of part of the West Half (1/2) of the Northwest Quarter (N/4) of Section 22 and the East Half (1/2) of the Northeast Quarter (1/4) of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 24, 1957 as Document Number 1750156, in Cook County, Illinois.

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incurred no debt, bill or obligation, or in any other way has impaired the title of said premises except as has been fully disclosed to the Wife. The Wife further covenants and agrees that she will be solely responsible for the mortgage indebtedness on the above premises, including interest, principal and taxes from and after the date a JUDGMENT FOR DISSOLUTION is entered in this matter, and that she will save, indemnify and hold harmless the Husband in and to the extent that he shall be called upon to and shall pay, defray and discharge all or in part any of the mortgage indebtedness, including interest, principal and taxes, as well as insurance. If requested, by either party, each will execute whatever documents are necessary to complete a novation and assignment of the existing mortgage to the wife solely at any time prior to the repayment of the existing mortgage on the home. Further, each party covenants and agrees that he or she will not use the home as collateral for any loan, nor further hypothecate the same beyond the existing first mortgage; however, by their execution hereof the parties consent to the Wife securing a second mortgage on the home in the amount of \$6,000.00 for the purpose of paying to the husband sums required under paragraph 6 of this Agreement and that the Wife shall be solely responsible for the repayment of that second mortgage, if any, and will hold the husband harmless therefore.

5. The Wife further covenants and agrees that she will upon the execution of this Agreement, waive any claim against the Husband for maintenance whether past, present or future for herself, her heirs and assigns, against her Husband, and the said

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Husband agrees that he will, upon the execution of this Agreement, waive any claim against the Wife for maintenance, whether past, present or future for himself, his heirs and assigns.

6. The Wife further covenants and agrees that she will pay to the Husband in full settlement of any property rights the Husband may have against the Wife, the sum of SIX THOUSAND (\$6,000.00) DOLLARS, and that such sum will be paid in full to the Husband simultaneously with the Husband's tender to the Wife of the Quit Claim Deed required under paragraph 2 of this Agreement, less the Husband's share of expenses under paragraph 4 in the amount of \$750.00.

7. The Wife further covenants and agrees that she will sell the premises known as 280 Lincoln Street, Hoffman Estates, Illinois, within SEVEN (7) YEARS from the date of the entry of Judgment of Dissolution of Marriage. The intent of this paragraph is to free-up the availability of Mortgage funds that the Husband may be eligible for from the Veteran's Administration.

8. It is further covenanted and agreed by and between the parties that any monies received from the sale of the 1980 Ford pick-up truck shall be used to pay a Visa charge account in the name of the parties hereto. The Wife shall make the payments after she receives the balance of the purchase price from the purchaser of the 1980 Ford pick-up truck. In the event there is a deficiency remaining on the balance after all payments are made from the proceeds of the sale of the truck, then the Husband and the Wife shall share, equally, in the payment of the balance of the Visa charge account. Each party hereto does hereby covenant and represent that he or she have made no charges to the Visa account since January 1, 1983. Each party further covenants and

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represents that there are no joint marital obligations existing except as specified in this Agreement.

9. Each party does hereby represent and warrant that he or she will be solely responsible for all debts and obligations in his or her own name which have been incurred by them since the parties stopped living together as husband and wife, and that each will hold the other harmless for such separate obligations. Both the Husband's and Wife's separate obligations to pay these bills shall be non-dischargeable in any bankruptcy proceeding instituted by either party separately.

10. The Husband shall be the sole owner of the 1977 Mercury Cougar currently in his possession, and the Wife hereby releases all of her right, title, and interest thereto, if any. The Wife shall be the sole owner of the 1973 Comet automobile, and the Husband does hereby release all of his right, title and interest, if any, thereto.

11. The parties agree that the Wife shall retain all of the personal property situated in the marital residence at 280 Lincoln Street, Hoffman Estates, Illinois, with the exception of the following, which shall be the sole property of the Husband:

- (a) One bedroom set
- (b) One video recorder
- (c) One T.V. game
- (d) Three guns
- (e) One couch
- (f) Garden accessories
- (g) One large and one small street scene oil painting.
- (h) One oil painting of a ship
- (i) One weight lifting set
- (j) Tools and automotive equipment
- (k) The Husband's personal effects, clothing, jewelry, insurance policies and other like items.

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The parties agree that the property shall remain the sole property of the Husband. The parties further agree that all property belonging to the Husband shall be turned over to him and be removed from the marital home prior to the entry of any Judgment for Dissolution herein.

12. The Husband and Wife further agree that each party will be responsible for paying their respective attorneys herein and that said payment shall be made simultaneously upon the entry of any Judgment for Dissolution of Marriage in the above-captioned cause.

13. Each of the parties hereto further covenants and agrees that he or she will and does hereby waive, and remise and relinquish any and all claim of right, title and interest which he or she now has or might hereafter assert in and to the property of the other whether real, personal or mixed, of whatever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including but not limited by maintenance, (whether past, present or future), dower, homestead, inheritance and succession, after giving effect to These Presents.

14. Each of the parties hereto further covenants and agrees that he or she will hereafter, at the request of the other, join in the execution and delivery of any and all instruments or documents necessary to the conveyance of any property, personal, real or mixed of such other party, without any claim of or demand for any consideration other or different than from that herein expressed, and on the failure or refusal of a party so to do an Associate Judge shall be empowered to do so in his or her place and stead.

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15. This instrument contains the whole and entire agreement made and entered into by and between the parties hereto, has been examined by each of the parties hereto and is believed by them to be fair, just and equitable with respect to each of them. The Agreement contained herein shall be subject to the approval of the Trial Judge hearing the contemplated cause aforementioned, and upon such approval, shall be included verbatim by reference to and in the terms of any Judgment for Dissolution of Marriage entered in favor of the Wife and against the Husband.

16. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of each of the parties hereto.

17. That this Court retain jurisdiction of the subject matter hereof and of the parties hereto in order to enforce each and every provision of the within Agreement, as part of the Judgment for Dissolution of Marriage to be entered in conjunction and collaterally with the Petition for Dissolution of Marriage heretofore filed herein and the Answer thereto, if the Court shall deem fit to grant a Judgment for Dissolution of Marriage herein.

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

THERESA A. NAJDOWSKI (Wife)

Mark R. Najdowski

MARK R. NAJDOWSKI (Husband)

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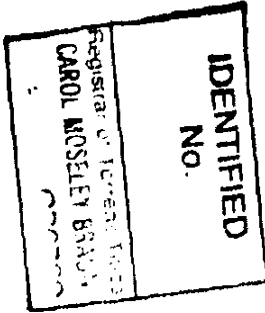
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2/29/11
1300255
NPD

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1991 SEP 20 PM 3:28
CAROL MOSELEY BRACK
REGISTRAR OF TITLES

3997255



Second Party
1919 S. Michigan
Sheridan & Co. Inc

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 9/20/11

Quisha P. ...

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.