

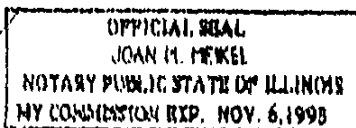
AFFIDAVIT

ROBERT T. HAWLEY BEING FIRST DULY SWORN ON OATH STATES:

1. Affiant's name is ROBERT T. HAWLEY.
2. Affiant has always been known by this name.
3. In the proceedings for dissolution of marriage in case no. 87 D 6139 in the Circuit Court of Cook County, Illinois, there was a typographical error and affiant's middle initial was mis-typed as "F" instead of "T".
4. At the closing regarding the property located at 925 South Crescent, Park Ridge, Illinois, this error was repeated on some of the documents.
5. Affiant was instructed to sign the deed as ROBERT T. HAWLEY, which is affiant's correct and only name. Affiant was also instructed to sign as ROBERT F. HAWLEY, to conform to the mis-typed name, in order to show that he is the one and same person.
6. ROBERT T. HAWLEY also states that he holds the Registrar of Titles harmless to any wrong doing due to the above described error.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 7th
DAY OF OCTOBER, 1991.

Joan M. Merkel
NOTARY PUBLIC



Robert T. Hawley
ROBERT T. HAWLEY

4001665

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

IN RE THE MARRIAGE OF:

ROBERT F. HAWLEY,
Plaintiff, Counter-Defendant

and

No. 87 D 6139

F.
ANTOINETTE HAWLEY,
Defendant, Counter-Plaintiff

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the verified Petition for Dissolution of Marriage of the Plaintiff, Counter-Defendant, ROBERT F. HAWLEY, the Plaintiff, Counter-Defendant appearing by BERNARD HAMMER, LTD., his attorney, the Defendant, Counter-Plaintiff, ANTOINETTE F. HAWLEY, appearing by ARTHUR M. BERMAN, if KIRSH, BERMAN, & HOFFENBERG, LTD., her attorney, and the Court having considered the testimony presented by the parties and their respective exhibits and the Court having jurisdiction of the parties and the subject matter, FINDS:

1. That at the commencement of the within action, the Plaintiff, Counter-Defendant, ROBERT F. HAWLEY, 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.

2. That the parties were lawfully married on August 13, 1960, and said marriage was registered at Waukegan, County of Lake, State of Illinois.

Handwritten notes:
20 lbs
all rights

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3. That two children were born as a result of the marriage of the parties, namely: GREGORY and COLETTE, both presently emancipated and that the Defendant, Counter-Plaintiff is not presently pregnant.

4. That the parties have lived separate and apart since prior to August, 1983, for a continuous period in excess of two years, that irreconcilable differences have caused an irretrievable breakdown of the marriage, that efforts at reconciliation have failed and that further attempts at reconciliation would be impracticable and not in the best interests of the family.

5. The marital home has a value of \$220,000 and after deduction of the existing \$12,500 mortgage, has a net value of \$207,500.

6. The interest of Defendant, Counter-Plaintiff in her business is \$11,749 (book value).

7. The following are the marital assets and have the following approximate values:

- A) Plaintiff, Counter-Defendant's IRA
- Northern Trust Bank \$ 5,000
- B) Plaintiff, Counter-Defendant's IRA
- 1st National-Chicago \$ 2,900
- C) Plaintiff, Counter-Defendant's IRA
- Harris Bank \$ 2,300
- D) 1979 Buick and 1965 Buick \$ 2,000
- E) Pre-paid insurance \$ 1,250
- F) Marital Furniture and Furnishings
in marital home (list attached) \$ 5,715
- G) Defendant, Counter-Plaintiff's IRA
- Shearson \$18,700

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10) Defendant, Counter-Plaintiff's IRA
- Citibank \$ 1,800

I) Marital portion of Plaintiff, Counter-Defendant's
Ward's pension and retirement benefits

8. The Court declined to find that the Plaintiff, Counter-Defendant should be reimbursed for money contributed to the marital home by his parents or for work and effort he contributed to marital home.

9. The Court has considered the earnings of the parties, the non-marital assets of the parties and all other factors.

10. The Court declined to accept the Plaintiff, Counter-Defendant's concerns as to his health and continued employed (no direct evidence provided).

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the Plaintiff, Counter-Defendant's, ROBERT F. HAWLEY, 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.

B. That the Defendant, Counter-Plaintiff shall be awarded as her sole property, free and clear of any interest therein by the Plaintiff, Counter-Defendant, all of the marital furniture and marital furnishings as designated to "Wife" per attached list and her personalty as presently contained in the premises at 925 S. Crescent, Park Ridge, Illinois, free and clear of any interest therein by the Plaintiff, Counter-Defendant except for the Plaintiff, Counter-Defendant's personal items and his non-marital items, and the marital furniture and marital furnishings as designated to "Husband" per attached list.

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C. (1) That the parties are the joint owners of the real estate commonly know as 925 S. Crescent, Park Ridge, Illinois and the Defendant, Counter-Plaintiff be and is awarded 60% of the equity therein and the Plaintiff, Counter-Defendant be and is awarded 40% of said equity.

(2) That the Defendant, Counter-Plaintiff shall have sixty (60) days from the entry of this Judgment of Dissolution of Marriage to elect in writing whether or not she wants to be the sole owner of said real estate and if she elects to do so, she shall purchase the Plaintiff, Counter-Defendant's interest therein (40% of \$207,500 less real estate transfer stamp tax and title costs necessary to transfer title to the Defendant, Counter-Plaintiff); and if she does not elect to purchase his interest from the Plaintiff, Counter-Defendant, then the Plaintiff, Counter-Defendant has thirty (30) days after notified in writing of her said election, to elect to purchase her interest from the Defendant, Counter-Plaintiff therein (60% of \$207,500 less real estate transfer stamp tax and title costs necessary to transfer title to the Plaintiff, Counter-Defendant).

(3) That if neither party elects to purchase the other's interest as hereby awarded in said real estate, the real estate shall be listed by a broker agreed to by the parties and at \$220,000 or such other price agreed to by the parties and they shall share the net proceeds of said sale on a 60%-40% basis. Net proceeds shall be defined as the gross sales' price less payment of the mortgage, real estate commissions, attorneys' fees, real estate transfer stamp tax and other customary expenses incurred by reason of the sale of said residence. Each party shall pay their own real estate attorney,

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unless they agree to share the cost of one real estate attorney.

(4) That if the parties are unable to agree upon a broker or listing price, then a Court of competent jurisdiction shall make said selection, upon proper notice and petition.

(5) That if Defendant, Counter-Plaintiff or the Plaintiff, Counter-Defendant elects to purchase the interest of the other, upon closing and payment, the one being bought out shall execute any and all necessary documents, including warranty deeds, assignments of insurance, assignments of tax escrow and such other documents as may be required to effectively convey all of their right, title and interest in and to said property to the one buying from the other; and that purchaser shall undertake and be liable for the outstanding mortgage presently in existence against said property and all real estate taxes and assessments and shall indemnify and keep and hold the other harmless against any liability in connection with said mortgage debt, etc, prior to the sale or transfer of said real estate. That in the event there are any capital repairs necessary, and the parties agree in writing to make said repairs, the Plaintiff, Counter-Defendant shall pay for 40% and the Defendant Counter-Plaintiff shall pay for 60% of said repairs. Neither of the parties shall commit waste upon the property. Each shall be responsible for 50% of the costs of up to \$100 of ordinary maintenance in any one month, and 50% of the costs of the monthly mortgage and tax expenses and utilities so long as they both reside there.

(6) Possession to a stranger or to either party purchasing from the other shall be on or before seven days after closing or as the parties agree otherwise

Anna
R.H.
C.H.

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D. That each of the parties shall be responsible for and shall pay his or her own respective personal obligations that accrued since the date of their separation. The parties shall duplicate any family photos which they both desire, and divide the cost of reproduction.

E. That each of the parties shall be barred from all claims to maintenance or support against the other, past, present or future, and shall be forever barred from asserting said claims.

F. That the Plaintiff, Counter-Defendant be and is hereby awarded the following, free and clear of any interest therein by the Defendant, Counter-Plaintiff:

1. The three (3) IRA Accounts in his name.
2. The IRA Account #0007-45-006069 in the Defendant, Counter-Plaintiff's name at Citibank in approximate amount of \$1,800 and accrued earnings.
3. The 1979 and 1965 Buick Automobiles.
4. Any bank accounts in his name.
5. His non-marital property and personal belongings.
6. The pre-paid insurance in his name.

G. That Defendant, Counter-Plaintiff be and is hereby awarded the following, free and clear of any interest therein by the Plaintiff, Counter-Defendant:

1. The \$18,700 IRA Account #2870127943 in her name at Shearson and accrued earnings.
2. Her interest in her business, namely Aadvert Associates, Inc.
3. Any bank accounts in her name.

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Lot Eighteen (18) in Block Two (2) in Park Ridge Manor, being Arthur Dungs' Subdivision of the South Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of Section 35, Township 41 North, Range 12, and that part of the Northeast Quarter (1/4) of Section 2, Township 40 North, Range 12, lying North of the center line of Talcott Road, East of the Third Principal Meridian, in Cook County, Illinois.

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II. That the Plaintiff, Counter-Defendant has retirement plans and savings plans at his place of employment with Signature Corporation, a subsidiary of Wards, being:

- a. ROBERT HAWLEY's Retirement Plan
- b. ROBERT HAWLEY's Basic Contribution Plan
- c. ROBERT HAWLEY's Additional Savings and Profit Sharing Account

The Plaintiff, Counter-Defendant had 34 months of pre-marital employment and 372 months of employment during the marriage to July 9, 1991 (8/13/60 to 7/9/91). ANTOINETTE HAWLEY is awarded the following portions of the above plans as of July 9, 1991:

- a. 186/406 of ROBERT HAWLEY's Retirement Plan
- b. 186/406 of ROBERT HAWLEY's Basic Contribution Plan
- c. 186/406 of ROBERT HAWLEY's Additional Savings and Profit Sharing Account

and a Qualified Domestic Relations Order (QDRO) shall be prepared and submitted to be approved by this court, accordingly.

I. ~~Each party, by agreement, shall be responsible for their own attorneys' fees and costs. What the issue of the responsibility for the attorneys' fees and costs of the parties is reserved and shall be determined after hearing by this Court.~~

Each party, by agreement, shall be responsible for their own attorneys' fees and costs.

*AMB
EWA
BWA*

J. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

K. Both parties have waived their right to appeal to any court.

*AMB
AAT
BWA*

ENTER: _____

FILED
AUG - 7 1991
JUDGE
RONALD W. OLSON

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L. ~~That Antoinette Hawley may, for the name of Kasi.~~

APPROVED:

Bernard Hammer
Attorney for PETITIONER

Arthur M. Benson
Attorney for RESPONDENT

BERNARD HAMMER, LTD. #24306
Attorney for Petitioner
180 N. LaSalle Street, 2820
Chicago, IL 60601
(312) 782-7440

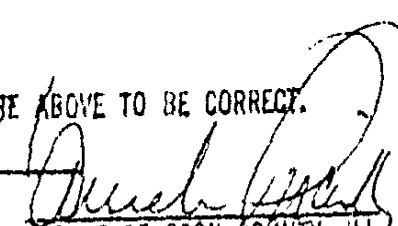
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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

10-8-7



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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HOUSEHOLD FURNISHINGS--ALL LOCATED IN MARITAL HOME
(from list provided by husband)

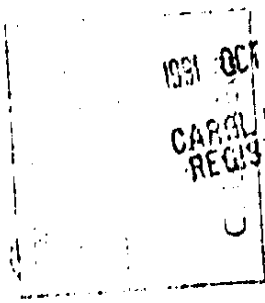
ITEM	Goes with House	Husband	Wife	Value
Washer/Dryer				
Microwarve	X			
Refrigerator				
3pc.walnut bdrm set	X		X	\$50.00
4 white cubes		X		
King size bed/base		X		\$150.00
Single Bed		X		\$75.00
French Desk				\$1,000.00
5-Drawer Desk/dresser		X	X	\$0.00
Painted Desk/dresser/bkcase				Unknown
Lithograph			X	\$0.00
Hundifier(2)			X	\$350.00
Wall hanging		X	X	unknown
Amber glass vase		X	X	
Piano			X	\$175.00
6 Section Sofa (DEN) <i>PH AMB AA</i>		X		
Prime Stereo System		X		
3 Marble tables		X		\$0.00
Two Floor Lamps			X	\$650.00
Plants			X	\$175.00
Copeland Wall Unit			X	\$350.00
Decorative Pieces			X	\$50.00
Clear Glass Vase			X	\$400.00
VCR		X	X	\$200.00
Tools			X	\$15.00
Dining Room Table & Chairs(5)	X		X	\$75.00
Table & 4 Armchairs			X	Unknown
Kitchen/Dishes/Pans			X	Unknown
Glassware			X	\$275.00
Outdoor tools/lawn			X	\$25.00
Hat Wall Hanging	X		X	
Stereo TV			X	\$200.00
Floor Cans/Rain Gutter		X	X	\$500.00
Secondary Stereo System			X	\$100.00
Two Wool Sofas			X	\$50.00
One Wool Chair			X	\$700.00
			X	\$150.00

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Shirley MATH 4114
30 W. Wallace #3910
Chicago, Illinois 60602



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N13
VCS

Property of Cook County Clerk's Office

DATE 10-8-91

CLERK OF THE COURT OF COOK COUNTY, ILL.
THIS ORDER IS VALID UNTIL IT IS REVERSED BY THE
COURT AND NOTIONALLY IS SUBJECT TO THE
PENALTY OF THE LAW.