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Form #20

Certificate No. 1100708 Document No. 4002782

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

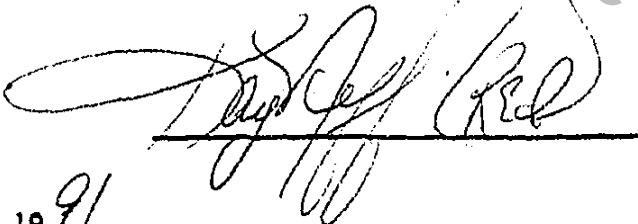
You are directed to register the Document hereto attached
on the Certificate 1100708 indicated affecting the
following described premises, to-wit:

~~The last 4 feet 2 inches of LOT ONE HUNDRED THIRTEEN-----(115)
LOT ONE HUNDRED FOURTEEN (Except the East 24 feet 6 inches
as measured on the North Line of said Lot)-----(114)~~

— In First Addition to Arthur Dumas Howard Avenue Subdivision of part of the South
Half (4) of the Northeast Quarter (4) of Section 25, Town 41 North, Range 13, East
of the Third Principal Meridian.

1316 Brummel
Evanston, IL
10-25-22 3-062

Section 25 Township 41 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 10-10 1991


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ENTERED

OCT 18 1989

CALVIN H. HALL 284

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

6001

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

IN RE THE MARRIAGE OF

SUSAN OLIVE

Petitioner,

vs.

89D15036

DON OLIVE

Respondent.

J U D G M E N T

On , 1989, Petitioner, by her attorney (s), proceeded to trial and it appearing to the Court that said Respondent had due notice thereby by filing of his appearance and stipulation to proceed as a default according to the Statutes in effect, and the parties having entered into a marital settlement agreement;

And the Court having heard testimony taken in open Court in support of said Petition (a certificate of which evidence has been: ordered filed within 21 days); and the court being fully advised in the premises:

FINDS:

- 1. That is has jurisdiction of the Parties and the subject matter;
2. That one of the Parties at the time of filing of said Petition was domiciled in the State of Illinois and said domicile has been maintained for 90 days prior to the findings herein.
3. That the Petitioner has resided in Illinois for more than 90 days.
4. That the Parties were lawfully married at Chicago, Illinois on March 23, 1957 and said Certificate was registered in Cook County, Illinois.
5. That five children were born to the parties namely: Terry, age 31, Kathy, age 30, Tom, age 27, Carole, age 26, all of whom are emancipated and Donna age 17. No other children were born or adopted by the parties and Petitioner is not now pregnant.

LAW OFFICES
N JAMES BERNSTEIN
INE R. CLEVELAND
CHICAGO AVENUE
STON, ILL. 60602
312) 328-1181

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6. That the Parties ages, occupations and present addresses are:

(a) Petitioner age 52 employed by Saint Francis Hospital and resides in Evanston, Illinois.

(b) Respondent: 53 Age, is semi-retired and resides in Skokie, Illinois.

7. That irreconcilable differences have arisen between the parties and the marriage is dead. Any further attempts to revive the marriage is not in the best interest of the family.

8. That the parties have entered into a written Agreement concerning the questions of maintenance, property, income, or estate which either of them now owns or may acquire in the future, including a division of all the marital and non-marital property and other matters, which agreement has been presented to this Court for its consideration; this agreement was entered into freely between the parties; it is fair, reasonable and ought to receive the approval of this Court; it is as follows:

LAW OFFICES
N JAMES BERNSTEIN
INE R. CLEVELAND
CHICAGO AVENUE
EVANSTON, ILL. 60202
312) 328-1181

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Marital Property Agreement

THIS AGREEMENT made 9-25, 1989 at Evanston, Illinois, by and between SUSAN OLINE (hereinafter referred to as "Susan") residing in Evanston, Illinois and DON OLINE (hereinafter referred to as "Don") residing in Skokie, Illinois.

WHEREAS, the parties were lawfully married at Chicago, Illinois, on March 23, 1957; and

WHEREAS, irreconcilable differences and difficulties have arisen between the parties as a result of which they separated February, 1986, and they now live separate and apart from each other; and

WHEREAS, five children were born to the parties during their marriage to wit; Terry, aged 31, Kathy, aged 30, Tom, aged 27, Carole, aged 26 and Donna aged 17. No other children were born or adopted by the parties as a result of the marriage, and the Wife is not now pregnant; and

WHEREAS, Susan has filed against Don an action for Dissolution of Marriage in the Circuit Court of Cook County, which is known as SUSAN OLINE, Petitioner, and DON OLINE, Respondent, and said cause is pending and undetermined in said Court; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves now and forever the matter of maintenance for the Wife and the Husband, the matters of custody, support, visitation, medical and related needs and the

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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 any 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 have or may hereafter have or claim to have against the other, or in and to any property of the other, whether real, personal, or mixed, now owned or which may hereinafter be acquired by either of them, or any rights of claims into the estate of the other; and

WHEREAS, Don is semi-retired and has had the benefit of the counsel of James H. Bannasch. Susan is employed and has had the benefit of the counsel of Jeanne R. Cleveland of the Law firm of Bernstein & Cleveland. Each has had the 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.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves, as follows:

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ARTICLE I

RIGHT OF ACTION

Section 1.1. This Agreement is not one to obtain or stimulate a dissolution of marriage, and shall only take effect if, in the litigation herein, the Court shall decide, after a full hearing, that either party is entitled to a divorce from the other party.

Section 1.2. Each of the parties reserves the right to prosecute any action for dissolution of marriage or partition of real estate which she or he has brought or may hereafter bring, and each reserves the right to defend any action which may be commenced by the other.

ARTICLE II

CUSTODY OF MINOR CHILD AND VISITATION

Section 2.1. CUSTODY. Susan and Don agree that each is a fit and proper person to have custody of their minor child and that Susan will have the custody, care, control and education of the minor child Donna and Don shall have the right of reasonable visitation.

Section 2.2. MEDICAL EXPENSES. At her own expense, Susan shall cover the minor child Donna on her group medical insurance plan until Donna reaches ages 23 or graduates from college, whichever occurs first. The parties shall divide evenly any out of pocket extra ordinary medical expenses. Prior to the incurring of any extraordinary medical expense not covered by medical insurance, Don shall be consulted except in the case of

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emergency.

Section 2.3 EDUCATION. The parties shall each contribute to the high school and college expenses of the minor child to the extent permitted by such party's financial circumstances.

ARTICLE III

MAINTENANCE AND SUPPORT

Section 3.1. Maintenance on behalf of both parties is forever waived.

Section 3.2. Don shall pay to Susan the sum of \$400 per month through May, 30, 1990 as and for child support for the minor child, Donna.

ARTICLE IV

PROPERTY DIVISION

Section 4.1. Furniture and furnishings. It is agreed that all personal property of the parties has already been divided to the parties satisfaction.

Section 4.2. Automobile. Susan shall keep the 1979 Pontiac as her sole and exclusive possession and shall hold Don harmless as to any and all liabilities thereto.

Section 4.3. Real Estate.

A. Susan shall have exclusive possession of and will live in the marital property, located at 1316 Brummel, Evanston, Illinois until the property's sold as provided below.

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B. Susan shall keep all mortgage payments current and shall for any and all minor repairs. All major repairs shall be paid for by both parties equally. Susan shall give reasonable notice to Don of the need for all major repairs.

C. The parties shall put the marital property on the market in September, 1991 and shall divide equally the net proceeds from the sale. At Susan's option Susan may buy out Don's interest in the home for 1/2 of the net equity. (net equity is the fair market value based on an appraisal less liens against the property 1/2 of a custodial brokers commission and 1/2 of the cost for title insurance).

Section 4.4. The parties agree to divide evenly the monies held in their joint money market and savings accounts.

ARTICLE V

RETIREMENT, PENSION, MEDICAL BENEFITS

Section 5.1 Upon the entry of a Judgment of Dissolution of Marriage, the parties will divide Don's pension at Washington National Insurance Company pursuant to a qualified domestic relations order covering the period of their marriage.

Section 5.2 Don agrees to give to Susan the sum of \$2,914 which represents the difference between half of their IRA accounts.

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ARTICLE VI

MUTUAL AND GENERAL RELEASE

Section 6.1. To the fullest extent by law permitted to do so, and except as herein and otherwise provided, each of the parties does hereby relinquish, release, waive and forever quitclaim and rant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, m dower, inheritance, descent, distribution, community interest and all of the right, title, claim, interest and estate as Husband and Wife, widow or widower or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, except laws relating to Social Security, or which he or she otherwise has or might have or be entitled to claim, to or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereinafter in any manner acquired by the other party, or whether in possession or in expectancy, or whether vested, or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns any and 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 such rights; provided, however, that nothing

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herein contained shall operate or be construed as a waiver or release by either party of the other of the obligation on the party of the other to comply with the provisions of this agreements, or the right of either party under this agreement.

Susan Oline

Susan Oline

Don H. Oline

Don Oline

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THEREFORE, by virtue of the Statutes of the State of Illinois, and on motion of said attorney for Petitioner, it is the Judgment of the Court, and

IT IS HEREBY ORDERED:

A. That the bonds of matrimony heretofore existing between the Petitioner SUSAN OLINE and the Respondent DON OLINE be dissolved and the marriage is accordingly dissolved as to both Parties.

B. That Maintenance is barred as to both parties.

C. That Petitioner is granted custody of the minor child and Respondent shall have the right to reasonable visitation.

D. That Respondent shall pay as and for child support the sum of \$400.00 per month.

E. That all property in the possession and control of the respective parties shall remain the sole and exclusive property of each, pursuant to a written property settlement incorporated herein.

F. That each party is awarded his or her own IRA, pension and or profit sharing plan checking and savings accounts, if any, free of any claim by the other.

G. That each party shall be responsible for their own debts.

H. That this court maintains jurisdiction of this matter for the purpose of enforcing this judgment.

ENTER:

Carol H. Hall
JUDGE

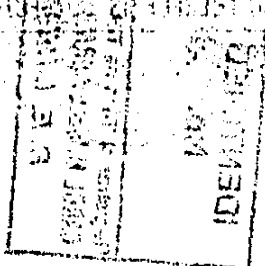
Prepared by:

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Attorney for Petitioner
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TELEPHONE: 328-1181

LAW OFFICES
N JAMES BERNSTEIN
JEANNE R. CLEVELAND
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EVANSTON, ILL. 60202
312 328-1181

SUSAN OLINE

DON OLINE



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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 9-18-97

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS BY THE HAND OF THE CIRCUIT
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
PENALTY OF THE LAW THEREOF IS

PM 12:50

IDENTIFIED
No. _____
Registrar of Titles
CAROL MOSLEY BRAUER
R. E. I. INSTR.

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201
1997
Order # _____

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