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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

AFFIDAVIT



DAVID A. BACH, married to CINDY BACH, and JANET L. STUMPFHAUSER, formerly known as JANET L. BACH, married to ALFRED STUMPFHAUSER, being first duly sworn on oath, depose and state as follows:

1. That Certificate of Title No. 1310440 was issued by the Office of the Registrar of Titles of Cook County, Illinois, certifying the title to the following property to be in the names of the Affiants as joint tenants and not as tenants in common:

Lot 7 in Block 8 in Meadowbrook Unit No. 3, a Subdivision of part of the North $\frac{1}{2}$ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, and part of the Northwest $\frac{1}{4}$ of Section 12, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 29, 1958, as Document Number 1798636, in Cook County, Illinois.

Permanent tax no. 03-12-113-009

Property address: 411 Marvin Place, Wheeling, Illinois

2. That on April 3, 1984, the Affiants were divorced pursuant to Judgment of Dissolution of Marriage entered in Case No. 83D14191.

3. That the Property Settlement Agreement incorporated into said Judgment provided that said property will be placed for sale as of the date the youngest child of the parties attains the age of eighteen (18) years, unless the parties agree at an earlier date to sell the same. Upon the sale of said property, the parties were to divide the proceeds of the sale equally.

4. That the parties have agreed that the property shall be sold to DAVID A. BACH, one of the Affiants, and

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LUCINDA BACH, his present wife, and that JANET L. STUMPFHAUSER, formerly known as JANET L. BACH, shall receive the sum of Thirty Five Thousand and no/100 (\$35,000.00) Dollars as full settlement of her interest in the property.

5. The undersigned each state that they are fully satisfied with this agreement and the division of the proceeds of the sale and each of the undersigned hereby holds the Registrar of Titles harmless and hereby indemnifies the Registrar of Titles from and against all costs, losses and expenses which may be incurred by the Registrar as a result of the Registrar accepting for registration the Warranty Deeds dated October 16, 1991, conveying title to the property to DAVID A. BACH and LUCINDA BACH, his wife, in joint tenancy.

IN WITNESS WHEREOF, the undersigned have signed this Affidavit this 16 day of October, 1991.

Janet L. Stumpfhauser
JANET L. STUMPFHAUSER

David A. Bach
DAVID A. BACH

Janet L. Bach
JANET L. BACH

Subscribed and sworn to before me by the said JANET L. STUMPFHAUSER, formerly known as JANET L. BACH, this 16th day of October, 1991.

Subscribed and sworn to before me by the said DAVID A. BACH, married to LUCINDA BACH, this 16th day of October, 1991.

Philip A. Helmuth
Notary Public

John C. Haas
Notary Public

This instrument prepared by:
John C. Haas
Attorney at Law
115 S. Emerson Street
Mt. Prospect, IL 60056

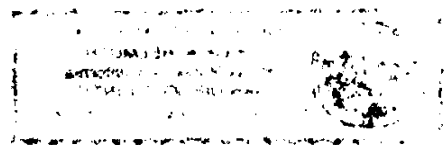
"OFFICIAL SEAL"
JOHN C. HAAS
Notary Public, State of Illinois
My Commission Expires 10/21/95

OFFICIAL NOTARY SEAL
PHILIP A. HELMUTH
Notary Public - California
SAN DIEGO COUNTY
My Comm. Expires MAY 28, 1995

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Property of Cook County Clerk's Office



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

APR 3 - 1984
Clerk of Court

IN RE: THE MARRIAGE OF
JANET L. BACH,

Petitioner,

v.

NO. 83 D 14191

DAVID A. BACH,

Respondent.)

PROPERTY AGREEMENT ATTACHED

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On February 15, 1984, petitioner, JANET L. BACH, by her attorneys, FREJLICH & MURSELL, proceeded to trial and it appearing to the Court that the Respondent had due notice by personal service, according to the Statutes in effect, that the Respondent and Petitioner have agreed to an Uncontested Cause Stipulation, the Court having heard testimony taken in open Court in support of said Petition, a certificate of which evidence has been filed herein, and the Court being fully advised in the premises:

FINDS:

1. That it 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 ninety (90) days prior to the findings herein.
3. That the parties were lawfully married on July 24, 1974 in Mount Prospect, Illinois, Cook County, Illinois, and said certificate was registered in Cook County, Illinois.
4. That two children were born of this marriage: a

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daughter, Kelly, age five (5) years, and a son, Matthew, age eighteen (18) months, and the wife is not pregnant at this time.

5. That the Petitioner's and Respondent's age, occupation, and present address are:

a. Petitioner: age - twenty eight (28) years;
Occupation - Key punch Operator, Gillorn Mortgage Midwest,
1501 Woodfield, Schaumburg, Illinois; present address - 909 East
Kenilworth, Unit 110, Palatine, Illinois.

b. Respondent: age - thirty six (36) years;
Occupation - Computer Operator, American Agricultural Insurance
Company, Park Ridge, Illinois; present address - 411 Marvin Place,
Wheeling, Illinois.

6. That the income and assets of the parties are as follows:

a. Petitioner: Works and earns \$12,000.00 per year

b. Respondent: Works and earns \$20,000.00 per year

7. That petitioner by competent evidence established that without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty.

8. That the parties hereto have entered into a Marital Settlement Agreement, dated February 13, 1984, concerning the questions of maintenance of the petitioner, custody of the minor children, the respective rights of each party in and to the property including a division of all marital and non-marital property and any other claims arising out of the marital relationship existing between them and which either of them now has or may have in the future against them.

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9. That it is the desire of the parties that the terms of this Marital Settlement Agreement, consisting of four (4) typewritten pages become binding upon them and part of this Judgment for Dissolution of Marriage. The provisions of the Agreement are as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of February, 1984, by and between JANET L. BACH, hereinafter referred to as the "WIFE", and DAVID A. BACH, hereinafter referred to as the "HUSBAND".

W I T N E S S E T H

WHEREAS, the parties are now Wife and Husband, having been married on July 24, 1976, in Mount Prospect, Illinois, Cook County, Illinois; and

WHEREAS, irreconcilable differences have arisen between the parties who are not now living together,

WHEREAS, there are proceedings presently pending in the Circuit Court of Cook County, Illinois, wherein the parties hereto are seeking the remedy of a Dissolution of Marriage from each other; and

WHEREAS, the parties hereto consider it in their best interests to settle between themselves, now and forever, their respective rights of property, dower, homestead, rights to support, and any and all other rights of property and otherwise growing out of the marriage relationship existing between them, and which either of them now has or may have hereafter, or claim to have in and to any property of every kind, nature and description, real personal and mixed, now owned by them, or which may hereafter be acquired by either of them, and

WHEREAS, each party has made full disclosure to the other of all properties owned by each of them, and of the income derived therefrom, and from all other sources and are fully advised as to their respective rights thereto;

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NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration hereto expressed, the sufficiency of which consideration is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Wife shall waive her rights to maintenance from the Husband, past, present and future and shall be forever barred from claiming same.

2. The Husband shall waive his rights to maintenance from the Wife, past, present and future and shall be forever barred from claiming same.

3. The parties acknowledge that each as a parent is fully capable and competent to assume custody of the minor children. For the present the Husband shall have the care and custody of the minor children born of this marriage: a daughter, Kelly, age five (5) years, and a son, Matthew, age eighteen (18) months. When each child becomes age fourteen (14) years and at any time thereafter, the children may elect to choose domicile with either their mother or father as each child may elect. The parties agree that they will assure that election of such domicile by the children will be viewed by the parties in light of the best interests of the children, but that the parties will earnestly assess and abide by, where prudent, the elected domicile of the child or children.

4. The marital residence located at 411 Marvin Place, Wheeling, Illinois, is to be retained by the Husband until the youngest child becomes eighteen (18) years of age unless the parties agree at an earlier time to sell same. The marital residence will be placed for sale as of the date that the youngest child becomes age eighteen (18)

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years unless the parties agree at an earlier date to sell same. Upon the sale of the marital residence the parties shall divide the proceeds of the sale equally.

The Husband shall also retain responsibility for all expenses connected with the marital residence during his occupying same.

5. The Wife agrees to pay the Husband as child support for the minor children, Kelly and Matthew, a sum each week of \$50.00 or 25% of the Wife's net weekly pay, whichever is more, except that should the Wife's income decrease as a result of lay-off or reduced work schedule imposed by her employer, the parties agree to discuss and resolve said matter. The Husband shall be entitled to and shall claim an income tax exemption for one of the minor children and the Wife shall be entitled to and shall claim an income tax exemption for the other minor child.

6. The parties agree that the Wife shall have rights of reasonable visitation with the children at such times and such places as the parties mutually agree. The parties further agree that the Wife may take the children on alternate weekends, the commencement and termination times of such custody and visitation to be mutually determined by the parties.

7. The parties agree that care and custody of the minor children will revert to the Wife in the event of the death or permanent disability of an incapacitating nature of the Husband.

8. The parties agree that the Wife shall receive the following personal property to be her own personal property, such property to remain in the marital residence for the time being, but to be removed upon mutual arrangements of the parties:

- a. wife's dresser
- b. rocking chair
- c. sewing machine
- d. iron and table
- e. china

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- f) Hope chest
- g) Wedding album
- h) Luggage
- i) Wife's records
- j) Grandfather clock
- k) Hook rug picture
- l) Miscellaneous cake decorating items
- m) Some dishes
- n) Spoon racks

9. The parties agree that the Husband is to be responsible for payment of the existing debt on the Standard Oil account held in his name. The parties further agree that the Husband is to be responsible for payment of 50% of the existing debt on the Master Charge account held in the Wife's name, such debt being in the amount of \$2,588.10, 50% of which is \$1,294.05.

10. Except as hereinafter set out specifically, each of the parties hereto does herewith waive, release and relinquish forever any and all rights of any nature whatsoever in any property now owned or which may in the future be owned by the other party.

Janet A. Buch
Janet A. Buch

David A. Buch
David A. Buch

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Subscribed and Sworn to before
me this 15th day of
February, 1989.

Leonard R. Dwyer
Notary Public

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

RECEIVED

IN RE THE MARRIAGE OF

JANET L. BACH,
Petitioner,

Petitioner

and

DAVID A. BACH,
Respondent.

Respondent

No. 83 D.16291

UNCONTESTED CAUSE STIPULATION AND ASSIGNMENT ORDER

IT IS STIPULATED AND AGREED by and between the parties hereto that all matters relating to the marriage and marital property rights have been settled, adjudicated and compromised voluntarily and freely, after full disclosure each to the other, and further that this cause shall be heard as an uncontested matter.

Dated at Chicago, Illinois

Janet L. Bach
Petitioner
David A. Bach
Respondent

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CERTIFICATION BY COUNSEL

We the undersigned attorneys of record do hereby certify that there are no triable issues in this cause; further each of said counsel, respectively, is ready to proceed in this matter as an uncontested prove-up as in cases of default.

Dated at Chicago, Illinois

Lee H. Russell
Lee H. Russell
Attorney for Petitioner
104 S. Michigan Ave., Chicago, IL 60603

David M. Smith
David M. Smith
Attorney for Respondent
15 N. Elmhurst Ave., Prospect, Ill. 60070

Address
(312) 782-0222
Telephone No.

Address
(312) 239-4140
Telephone No.

ORDER OF ASSIGNMENT

The Court being fully advised in the premises, ORDERED that this cause is assigned, for prove-up only to

JUDGE

on

840-11 210

ENTER: Presiding Judge

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IT IS HEREBY ORDERED AND DECREED:

A. That the bonds of matrimony heretofore existing between the petitioner, JANET L. BACH, and the respondent, DAVID A. BACH, be dissolved and the marriage is accordingly dissolved as to both parties.

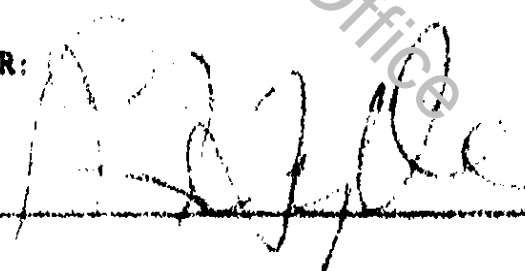
B. That the agreement between the petitioner and respondent, dated February 13, 1984, heretofore set forth in full, be and is made a part of the Judgment for Dissolution of Marriage, and that all of the provisions of said agreement are expressly ratified, conformed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Decree of this Court.

C. That the Court retain jurisdiction of the parties and subject matter for purpose of enforcing this Judgment.

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1984

ENTER:



FREILICH & RUSSELL
Attorney No. 70120
104 South Michigan Avenue
Suite 325
Chicago, IL 60604
312-0221

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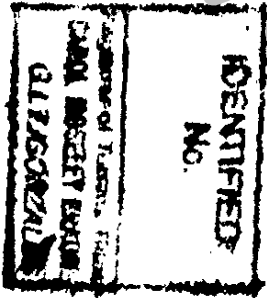
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TITLE COMPANY

BOX 118

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CAROL MOSELEY FRANK
REGISTRAR OF TITLES

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DATE 10-18-97

[Handwritten Signature]

OF THE CIRCUIT COURT OF USA...
THIS ORDER IS THE COMMAND OF THE CIRCUIT...
AND VIOLATION THEREOF IS SUBJECT TO THE...
PENALTY OF THE LAW.