

of Illinois.

24, 1988, and said marriage was registered in Cook County, State of Illinois. 2. The parties were lawfully joined in marriage on September

the parties thereto and the subject matter hereof.

making of the findings herein, and this court has jurisdiction of has been maintained for more than ninety days next preceding the Illinois at the time this action was commenced and said residence 1. The petitioner was domiciled and resided in the State of

fully advised in the premises; THE COURT FINDS THAT:

uncontested matter; and the court having heard testimony and being appearance and having agreed to having this case heard as an ANN L. KARGL, not appearing in open court but having filed her represented by Kenneth E. Jensen, her attorney; and the Respondent, and the Petitioner, MICHAEL A. KARGL, appearing on open court Marriage as an uncontested case upon the stipulation of the parties This matter being heard on a petition for dissolution of

JUDGMENT FOR DISSOLUTION OF MARRIAGE

RESPONDENT,

ANN L. KARGL,

VS.

PETITIONER,

MICHAEL A. KARGL,

No. 91 D 12852

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-DOMESTIC RELATIONS DIVISION
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Shirley Neely T. Spurr G.E.

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of said agreement are as follows:

6. The parties hereto have entered into a written marital settlement agreement, which agreement is fair and equitable and not unconscionable and the terms of which have been approved by this Court. The agreement has been presented to the Court and the terms of said agreement are as follows:

5. The petitioner and Respondent are not in need of maintenance because they have sufficient income and property to provide for their reasonable needs and they are able to fully support themselves through appropriate employment.

4. Subsequent to their marriage, the parties have lived separate and apart for a continuous period in excess of six months and have signed a written stipulation waiving the two year separation requirement pursuant to Section 401(a)(2) of the Illinois Marriage and Dissolution of Marriage Act and irreconcilable differences have caused the irretrievable breakdown of their marriage and efforts at reconciliation would be impracticable and not in the best interest of the family.

3. No children were born to the parties as a result of their marriage. No children were adopted by the parties hereto during the course of their marriage and the Respondent is not now pregnant.

1. He or she has made a full and complete disclosure of his or her financial condition, and that he or she is fully

F. The wife has had the opportunity to consult with counsel and has chosen to proceed with this matter pro se and has filed her own appearance. The husband has employed and had the benefit of Kenneth E. Jensen as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. Accordingly, each party represents and warrants that:

E. Each party considers it to be in his or her best interests to settle all issues which could be raised by either of them in said litigation, and forever, finally, and fully to settle and adjust all rights which either party may have against the other, whether by virtue of the marriage or any other relationship or occurrence between or involving the parties or either of them, as well as any and all other rights which either of them now has or may hereafter claim to have against the other, without reservation of any kind, nature, or description, and specifically including a resolution by agreement of all rights and claims in and to any property of the other, whether marital or non-marital, whether now owned or hereafter acquired, and further including all rights or claims in and to the estate of the other.

D. The husband has filed, against the wife, and action pursuant to the Illinois Marriage and Dissolution of Marriage Act, in the Circuit Court of Cook County, Illinois, under Case Number 91 D 12852. The case remains pending and undetermined.

C. No children were born to or adopted by the parties as a result of the marriage and the wife acknowledges that she is not pregnant.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on FEBRUARY 1, 1991, and have lived separate and apart from each other continuously for a period in excess of six months.

A. The parties were lawfully married at Glenview, Illinois on September 24, 1988. Said marriage was registered in Cook County, Illinois.

W I T N E S S E T H T H A T

THIS AGREEMENT, MADE at Northbrook, Illinois, by and between, Ann L. Kargl (hereinafter referred to as "Ann" or the "Wife"), residing in Arlington Heights, Illinois, and Michael A. Kargl (hereinafter referred to as "Mike" or the "Husband"), residing in Northbrook, Illinois.

MARITAL SETTLEMENT AGREEMENT

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1.3 Reservation of Rights. In the event that the court shall find this agreement to be unconscionable, each party reserves the right to prosecute or defend any action now pending or which

1.2 Amicable Settlement of Disputes. By this agreement, that parties intend to effect an amicable resolution of their disputes, to mitigate the potential harm to the spouses caused by dissolution of marriage, and to make reasonable provision for the parties after dissolution of marriage.

1.1 Integrity of Marriage. This agreement is not intended to undermine the integrity of marriage or the family relationship.

ARTICLE I
STATEMENT OF INTENTION

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 as follows:

6. It is specifically understood by the husband and the 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 the husband or the wife that any person, be third-party beneficiaries of this agreement now or in the future, Any benefit which may be conferred upon any persons, arises solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this agreement.

7. The terms and provisions of this agreement are fair and equitable to each of the parties in light of the circumstances of the parties.

8. The other party has made no representations or warranties as an inducement to enter into this agreement, other than as set forth in writing within the terms and provisions of this agreement; and

9. He or she has entered into this agreement freely and voluntarily, without imposition of force, duress, coercion, or undue influence from any source;

10. He or she has carefully reviewed the terms and provisions of this agreement and has a full and complete understanding of the legal consequences thereof;

11. He or she has been fully informed of the wealth, property, estate, and income of the other;

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3.5. In the event any existing future obligations.

3.4. Waiver of interest, conveyance. Upon entry of a judgment of dissolution of marriage the wife hereby waives, remits, and releases any and all interest she may have in and to said property. The wife shall execute a quit claim deed and such documents as shall be necessary to assure the husband's sole and exclusive ownership of said property and husband shall pay to wife ten thousand and no/100 (\$10,000.00) Dollars upon delivery of said documents.

3.3. Retaining. Said residence shall be retained by husband within 60 days of the entry of a judgment of dissolution of marriage and wife's name shall be removed from any further mortgage obligations at the time of retaining. The wife shall give her cooperation to said retaining and execute any and all closing documents necessary to effectuate her transfer of any interest she may have in the property to the husband, provided that the husband shall indemnify the wife and hold her harmless with respect thereto.

3.2. Condition of title. The wife represents and warrants that she has no knowledge of any liens, encumbrances, or clouds against title to said property which did not appear of record at the time the parties took title thereto, other than the first mortgage encumbrance and real property taxes for 1991 and subsequent years. In the event it is subsequently determined that any additional liens, encumbrances, or clouds against title to said property have been caused by the actions of the wife, she shall bear sole financial responsibility therefor, shall take all actions necessary to remove same, and shall indemnify the husband and hold him harmless with respect thereto.

3.1. Description, ownership. The parties are presently the joint owners of improved real estate commonly known as 2537 Walters Avenue, Northbrook, Illinois, the legal description of which is set forth in Exhibit "A," attached hereto and made a part of this agreement.

**ARTICLE III
REAL ESTATE**

The husband and wife shall each take all actions necessary to secure their own health, hospitalization and major medical insurance on their own behalf.

**ARTICLE II
HEALTH INSURANCE**

may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

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4.2 Mutual Intent. The parties hereby acknowledge their mutual intent that the proposed waiver of interest stated above will not require a qualified Domestic Relations Order. However, if one is required the parties agree that said order shall meet all applicable legal requirements and will be duly executed. The parties further acknowledge that the Retirement Equity Act of 1984 may be subject to future interpretation and/or amendment. Accordingly, in the event it shall become necessary to accomplish

4.1 Waiver of Interest, conveyance, husband and wife each hereby waive, remise, and release any and all interest he or she may have in and to each other's Pension, Profit Sharing Plans, and 401K Plans if any. The wife shall execute such documents as shall be necessary to assure the husband's sole and exclusive ownership of his and the husband shall execute such documents as shall be necessary to assure the wife's sole and exclusive ownership of her's.

**ARTICLE IV
PENSION & PROFIT-SHARING PLANS**

3.7 Mutual Intent. The parties hereby acknowledge their mutual understanding and belief that the wife's waiver of any ownership interest in said property is a transfer of marital property from one spouse to another in acknowledgment of their respective contributions to the accumulated marital estate, and that said waiver is a division of their common ownership of marital property. Accordingly, it is the parties' mutual intention and belief that said waiver is not a taxable event to the wife.

3.6 Allocation of 1991 Tax Deductions. The Husband shall be entitled to deduct the entire amount of 1991 deductible interest paid on the existing mortgage for income tax purposes and also the installments of real estate taxes paid in 1991.

and hold her harmless with respect thereto. Husband shall pay and defray and be solely responsible for the mortgage (including the existing note, and any renewal thereof) for real estate taxes, for insurance premiums and for any and all other costs and expenses incurred in connection with the ownership or maintenance of said property, and he shall indemnify the wife and except as otherwise herein provided to the contrary, the premiums, commencing upon the effective date of this Agreement, exclusively for the payment of real estate taxes and insurance funds currently on deposit in said account shall be used the payment of real estate taxes and insurance, provided that the husband her interest in any mortgage escrow account established for the purpose of said insolvency. The wife hereby assigns to the property, the husband shall pay any deficiency which may exist by installment of 1990 and subsequent years real estate taxes on said escrow account is insufficient to pay the full amount of the second

7.1 Joint returns. With respect to all federal and state income tax returns filed jointly by the parties (collectively, the "joint returns"), the husband and wife agree as follows:

**ARTICLE VII
INCOME TAXES**

6.3 Respective obligations. Except as otherwise set forth in this Agreement, each party shall bear sole responsibility for any and all debts and liabilities which he or she has respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

6.2 Wife's obligations. The wife shall pay and delay all debts and liabilities for property in her possession or for debts incurred since the parties separation, and she shall indemnify the husband and hold him harmless with respect thereto.

6.1 Husband's obligations. The husband shall pay and delay all debts and liabilities for property in his possession or for debts incurred since the parties separation, and he shall indemnify the wife and hold her harmless with respect thereto.

**ARTICLE VI
DEBTS AND LIABILITIES**

5.2 Husband's personal property. The husband shall retain sole ownership of any and all tangible and intangible personal property in his possession or under his control including his automobile and all claims free and clear of any and all claims thereto by the wife.

5.1 Wife's personal property. The wife shall retain sole ownership of any and all tangible and intangible personal property in her possession or under her control including her Subaru automobile and also the 6 by 9 foot Oriental Rug, tree and clear of any and all claims thereto by the husband.

**ARTICLE V
OTHER PROPERTY**

the allocation described in paragraph 4.1. above, the parties shall take all actions necessary to amend the attached order to conform the terms thereof to meet any and all requirements which may not be met by the terms and conditions of said order as now drafted. In the event the parties cannot agree upon the terms and conditions necessary to meet the applicable legal requirements, either party may, upon due notice, petition a court of competent jurisdiction for determination of the issue(s) in question.

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7.8 Returns. All returns arising from the parties' joint returns and amended joint returns shall be the sole and separate property of the husband, wife and each of any and all claims thereto by the wife, and the husband is hereby irrevocably authorized to endorse all return checks on behalf of both parties and to retain all proceeds thereof.

7.7 Indemnification. The husband shall indemnify the wife and hold her harmless from any and all federal and state income taxes, penalties and interest arising from or attributable to the parties' joint returns, together with all legal and accounting fees which she may hereafter be required to incur in the event of any effort to assess or collect such liabilities against her. The provisions hereof shall apply to all joint returns heretofore or hereafter amended by the parties.

7.6 Election to Amend. The husband shall have the sole and exclusive right to amend the joint returns filed by the parties. In the event the husband elects, he shall promptly give the wife written notice thereof, and she shall join in the execution and filing thereof.

7.5 Election to contest assessment. The husband shall have the sole and exclusive right to contest any deficiency assessment(s) received in connection with the joint returns filed by the parties. In the event the husband elects, he shall promptly give the wife written notice thereof, and she shall cooperate with the husband and/or his selected representative, said cooperation to include her execution of all necessary documents, her supplying of all records and information within her possession or control, her furnishing of testimony and such other actions as are reasonable necessary to contest said assessment.

7.4 Deficiency assessment. In the event of a deficiency assessment in connection with any joint return(s), the husband shall promptly send written notice thereof to the wife, and he shall pay any and all amounts finally determined to be due as a result of said assessment(s), including taxes, interest and penalties and all costs and expenses incurred in contesting said assessment.

7.3 Payment of taxes. The husband represents and warrants that he has paid all federal and state income taxes due in connection with the filing of said joint returns.

7.2 Wife's representations. The wife represents and warrants that she has provided the husband with all information relating to her taxable income and deductible expenses for the years in which the parties have filed joint returns.

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10.1 Mutual Releases. To the fullest extent permitted by law, and except as otherwise expressly provided, each party relinquishes, waives, remits, and releases all rights and claims against the other party and his or her agents, attorneys, and employees, and each party hereby relinquishes, waives, remits, and releases to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, spousal support, inheritance, descent and distribution, homestead, dower, community property, and all other rights, titles, claims, interests, and estates as husband and wife, widow or widower, whether existing by reason of the marital relation between the parties or otherwise, including and all right, title, claim, or interest which he or she otherwise has or might have or be entitled to claim in, to, or against the property, assets, and estate or the other, whether real personal, or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in the possession or in expectancy and whether vested or contingent. Neither party, nor their respective heirs, personal representatives, and assigns, shall at any time hereafter sue the

GENERAL PROVISIONS

ARTICLE X

9.2 Mutual Waiver and Bar. Except as otherwise provided in this Article, each party hereby waives, remits, and releases any and all claims against the other for maintenance, alimony, and/or spousal support, whether past, present, or future. This agreement, when effective and except as otherwise herein provided, shall terminate and bar each party's rights to receive maintenance, alimony, and/or spousal support from the other, whether past, present, or future.

9.1 Non-Modifiability. Except as otherwise provided, the parties acknowledge and stipulate, in accordance with the provisions of section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, that the terms and provisions of this Article shall not be subject to modification on amount or duration for any reason whatsoever.

**ARTICLE IX
MAINTENANCE**

Respective obligations. Except as otherwise herein provided to the contrary, each party shall be solely responsible for the payment of his or her respective attorney's fees and costs incurred in this proceeding and each party shall indemnify and hold the other party harmless with respect thereto.

**ARTICLE VIII
ATTORNEY FEES AND COSTS**

10.7 Effective Date. This Agreement shall become

10.6 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party.

10.5 Other Agreements. This Agreement contains a full and complete recitation of the understanding between the parties, and complete recitation of the understanding between the parties, or undertakings have been made by either party to the other as an inducement to enter into this Agreement.

10.4 Modification. This Agreement shall not be subject to modification or amendment unless specifically permitted by the express provisions hereof.

10.3 Pronouns. Any word in the text of this Agreement shall be read as singular or plural, and/or as masculine, feminine, or neuter, as may be necessary to give the intended meaning thereto and/or to carry out the intention of the parties.

10.2 Waiver of Estate Claims. Each of the parties hereby waives and relinquishes all right to act in any fiduciary capacity with respect to the estate of the other party. Each party relinquishes, releases, remits, and releases all right to inherit by intestate succession any of the property as to which the other party may die seized or possessed, and should either of the parties hereof die intestate, this Agreement shall operate as a relinquishment, waiver, remits, and release of all rights of the surviving party to apply for letters of administration in any form. The estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party in the same manner as though the parties hereto had never married. Each party expressly reserves the right to dispose of his or her estate in any manner he or she may deem fit, without restriction or limitation of any kind, except as otherwise provided herein.

the express provisions of this Agreement. In the event that any such suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge, and deliver at the request of the other party, or his or her heirs, personal representative, grantees, devisees, or assigns, any or all documents or instruments reasonably required to effect or evidence this release, waiver, or relinquishment or such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

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4008721

Prepared by:
Kenneth E. Jensen
Attorney for Michael A. Kargl
79 West Monroe, Suite 1312
Chicago, Illinois 60603-4909
(312) 726-1110

" OFFICIAL SEAL "
SALLY A. MOOMEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/14/84

Sally A. Moomey
Notary Public

GIVEN under my hand and notarial seal this 19th day of August, 1981.

Before me, a Notary Public in and for the county and state of Illinois, appeared Ann L. Kargl, personally known to me to be the same person who executed the foregoing instrument and who acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Ann L. Kargl
Notary Public
KENNETH E. JENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/4/83
Ann L. Kargl

GIVEN under my hand and notarial seal this 22nd day of August, 1981.

Before me, a Notary Public in and for the county and state of Illinois, appeared Michael A. Kargl, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Michael A. Kargl
Michael A. Kargl

IN WITNESS WHEREOF, the Husband and Wife have set their hands and seals the date set forth herein.

Effective and shall be binding upon the parties immediately upon its execution by both parties and may be revoked by the first party signing the agreement prior to signature by both parties by written notice to the party who has not signed. In conjunction with the entry of judgment of dissolution of marriage, the parties, or either of them, shall submit this agreement to a court of competent jurisdiction for determination that this agreement is not unconscionable.

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Property of Cook County Clerk

THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 9, TOWN 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED; BEGINNING AT A POINT WHICH IS 131.88 FEET EAST OF THE WEST LINE OF THE SAID SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST (1/4) AND 30 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4); THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (1/4) 65.93 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SAID SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) 220 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) 65.93 FEET TO A LINE 131.88 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4); THENCE NORTH ON SAID PARALLEL LINE TO THE PLACE OF BEGINNING.

EXHIBIT "A"

and the Respondent are hereby dissolved accordingly and the parties are no longer married to one another.

A. The bonds of matrimony existing between the Petitioner and the Respondent entered into and hereinabove set forth in made a part of this Judgment of Dissolution of Marriage; all of the provisions of said Agreement are expressly ratified, confirmed, 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 judgment of this Court and each of the parties hereto shall perform under the terms of said Agreement.

C. Each of the parties hereto shall, promptly upon demand by the other party, execute any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

D. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and whatsoever situated, including, but not limited by homestead, succession or inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Marital Settlement Agreement, is forever barred and

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IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

Prepared by:
Kenneth E. Jensen #52054
Attorney for Petitioner
79 West Monroe, Suite 1312
Chicago, Illinois 60603-4909
(312) 726-1110

1-278005

62/1799
Judge
SEP 2 1988
ENTERED
HOWARD...
No.

ENTERED

Kenneth E. Jensen,
Attorney for Michael A. Kargl

[Signature]
Michael A. Kargl

[Signature]
Ann L. Kargl

APPROVED:

name of ANN LOUISE CRONIN.

F. The Petitioner shall have the right to resume her maiden

heretabove set forth.

Settlement Agreement entered into between the parties hereto as

Dissolution of Marriage, including all the terms of the Marital

for the purpose of enforcing all the terms of this judgment for

E. This Court expressly retains jurisdiction of this cause

terminated.

UNOFFICIAL COPY

2/23/07
1537071
PJP

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IDENTIFIED CARD REGISTERED 1036 2/23/07	DEPARTMENT OF REVENUE 6001 ROCKY MOUNTAIN CHICAGO ILLINOIS
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SS & AK & SS
OSLEY GRAY
CLERK OF TITLES

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
 DATE: 2-23-07
 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.

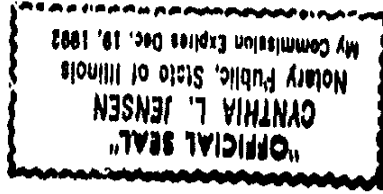
4008724
 [Signature]
 4008724

Property of Cook County Clerk's Office

Pindy Jensen
 852 Arbor
 Glenview, IL
 60035

UNOFFICIAL COPY

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Notary Public

Cynthia L. Jensen

Subscribed and sworn to before me this 18th day of October, 1991

Kenneth E. Jensen

Further affiant sayeth not.

4. That affiant makes this affidavit with regard to the property located at 2537 Walters Avenue, Northbrook, Illinois 60062 which property is legally described on Exhibit A attached hereto and made a part hereof.

3. That he has been paid in full for all of his attorneys fees in the above referenced matter; and

2. That he represented Michael A. Kargl in the divorce proceedings in case 91 D 12852; and

1. That his name is Kenneth E. Jensen and he is an attorney. His business address is 79 W. Monroe, Suite 1312, Chicago, Illinois 60603; and

The undersigned, being first duly sworn on oath, deposes and states as follows:

AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

4008721

Property of Cook County

Property of Cook County Clerk

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That part of the North Half (1/2) of the Southeast Quarter of the Southeast Quarter (1/4) of Section 9, Town 42 North, Range 12, East of the Third Principal Meridian, as described: Beginning at a point which is 131.88 feet East of the West line of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4) and 30 feet South of the North line of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4); thence East parallel with the North line of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4); thence South parallel with the West line of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4) 220 feet; thence West along a line parallel with the North line of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4) 65.93 feet to a line 131.88 feet East of and parallel to the West line of said Southeast Quarter (1/4) of the Southeast Quarter (1/4); thence North on said parallel line to the place of beginning.

EXHIBIT A