

a l-a

1

registered at Chicago, Cook County, Illinois.

C. The parties were married on September 8, 1996, and said marriage was

of the findings.

time the Petition for Dissolution of Marriage was commenced and has maintained a domicile and residency in the State of Illinois for ninety days next preceding the making

B. The Petitioner was domiciled in and resided in the State of Illinois at the

hereof.

A. This Court has jurisdiction of the parties hereto and of the subject matter

Certificate of which is filed herein, **FINDS THAT:**

This cause having come on for hearing on Petitioner's Petition for Dissolution of Marriage, and the Answer thereto, and the stipulation that this matter be heard as an uncontested matter, the Respondent being represented by her attorneys, CANTWELL & CANTWELL, and the Petitioner having appeared personally and through his attorneys, DOWNS LAW OFFICES, P.C., and the Court having heard the evidence, a

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF:
RONALD P. ANGELL
Petitioner,
and
ANNE MARIE ANGELL-RIGBY
Respondent.

No.: 05 D 13022
CAL: C

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

#91927

a l a

D. No children were born to or adopted by the parties, and the Wife is not now pregnant.

E. The parties have suffered irreconcilable differences resulting in an irretrievable breakdown of the marriage and efforts at reconciliation have failed. The parties have lived separate and apart for a period of time in excess of six months, and the parties have stipulated to waive the two year waiting period under Illinois law.

F. The Petitioner has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent, and relevant evidence, and that a Judgment for Dissolution of Marriage should be entered herein.

G. The parties hereto have entered into a Marital Settlement Agreement dated December 4, 2006, concerning the questions of the maintenance of the Petitioner, the respective rights of each party in and to the property, income, or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement was offered and admitted into evidence, a copy of which Agreement is attached hereto and made a part of this Judgment. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

AK-A

1

(G) RON represents and warrants that: he has fully informed ANNE of his wealth, property, estate, liabilities, and income; he has been fully advised of the wealth, property, estate, liabilities, and income of ANNE; he has been fully advised of his rights in the case between the parties; and, after having had the opportunity to ask any and all questions and seek any and all documents, he is conversant with all of ANNE's wealth, property, estate, liabilities, and income; she has been fully informed of the wealth, property, estate, liabilities, and income of RON; she has been fully advised of her rights in the case between the parties; and, after having had the opportunity to ask any and all questions and seek any and all documents, she is conversant with all of RON's wealth, property, estate, liabilities, and income, and the value thereof. The parties have directed their attorneys not to pursue further discovery. RON represents and warrants for himself and ANNE represents and warrants for herself that, except as otherwise herein stated, the

(F) RON has employed and had the benefit of counsel of DOWNS LAW OFFICES, P.C., as his attorneys. ANNE has employed and had the benefit of the counsel CANTWELL & CANTWELL as her attorneys.

(E) The parties consider it in their best interests to settle between themselves now and forever the issues between them.

(D) RON filed a Petition for Dissolution of Marriage on December 8, 2005, against ANNE in the Circuit Court of Cook County, Illinois, hereinafter referred to as "the Court," and ANNE filed a Response to the Petition for Dissolution of Marriage. The case is entitled "In re the Marriage of RONALD P. ANGELL, Petitioner, and ANNE MARIE ANGELL-RIGBY Respondent," Case No. 05 D 13022. The case is pending and undetermined in the Court, and is hereinafter referred to as the "case between the parties."

(C) Irreconcilable differences have arisen between the parties, resulting in an irretrievable breakdown of the marriage, and as a result thereof the parties separated on November 27, 2005. Since the parties have not been separated in excess of (2) years, the parties will execute the appropriate waiver allowing them to proceed on the grounds of irreconcilable differences.

(B) No children were born to the parties, nor adopted by them during the marriage; and ANNE is not now pregnant.

(A) The parties were married in Chicago, Cook County, Illinois on September 8, 1996.

RECITALS:

THIS AGREEMENT, made and entered into this 4th day of December, 2006, by and between RONALD P. ANGELL ("RON") and ANNE MARIE ANGELL-RIGBY ("ANNE").

MARITAL SETTLEMENT AGREEMENT

a k-a

1. RON shall retain sole ownership of the following personal property,

Allocation of Personal Property

Article II:

1. RON and ANNE hereby forever waive and release all their rights and claims to maintenance, alimony and support, past, present, and future, temporary, permanent, and otherwise. Both parties are self-supporting.

Maintenance and Alimony Waiver

Article I:

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants contained herein, the parties do freely and voluntarily agree by and between themselves as follows:

(H) This is the entire Agreement of the parties relating to the subject matter hereof. Each party expressly states that he or she has freely and voluntarily entered into this Agreement of his or her own volition, free from any duress or coercion, and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no agreement has been made by either of the parties or his or her attorneys pertaining to the subject matter hereof other than those agreements that are contained in this written document. Each party, after carefully considering the terms and provisions of this Agreement, states that he or she believes the terms and provisions to be fair, reasonable, and not unconscionable under the present circumstances. The parties acknowledge that they have waived their rights to a full hearing on the merits of the case by entering into this Agreement.

WHEREAS, each party acknowledges that he or she has prepared an Asset Disclosure Statement which sets forth his or her assets and liabilities as well as his or her income and expenses and has responded to certain discovery including, but not limited to, interrogatories and requests to produce. Each party further acknowledges that he or she has been informed of his or her rights to additional full and formal pretrial discovery, including the taking of oral depositions and the submission of and compliance with additional written discovery requests, and of each party's right to have the Court hear this case as a contested cause. The parties acknowledge that they have elected not to pursue additional full and formal discovery in order to avoid the cost of such discovery. Each has relied on the financial disclosures made to each other, and each party warrants and represents that they have made to the other full and truthful financial disclosures. As a result, each party waives any further discovery and has instructed his/her respective counsel not to pursue further discovery.

information supplied by him or her to the other is true, correct, and complete as of October 16, 2006, and each party further represents and warrants on behalf of himself and on behalf of herself that, except as otherwise herein stated, there has been no material change in his or her financial circumstances from October 16, 2006, to the effective date of this Agreement.

a l a

1. The parties own the marital residence located at 316 S. Oak Park Ave., Oak Park, Illinois 60302, which is presently held in tenancy by the entirety by ANNE and RON. The parties have agreed that the Marital Residence has a value of approximately \$675,000.00, with a mortgage with Washington Mutual of approximately \$369,737.54 as of October 27, 2006, and a home equity loan with US BANK of approximately \$42,985.39 as of April, 2006. On the effective date of this Agreement, ANNE agrees to sign a quit claim deed, conveying to RON all of ANNE's interest in the title to the Marital Residence, including her homestead rights. In the event that the mortgage bank objects to the aforescribed conveyance, the parties agree that they will cooperate to make other arrangements that will have the effect of lodging sole title in the name of

Conveyance

Real Property

Article III:

4. RON shall pay ANNE, \$1,120.00 to offset the value of the personal property received by RON; RON shall pay ANNE at the closing on the refinancing of the Marital Residence.

3. The personal property located in the Marital Residence, not otherwise allocated, was already distributed on September 23, 2006, by each party selecting an item on an alternating basis, with the party with the lowest Social Security number in the last four digits selecting first. Therefore, ANNE shall select the first item from the Marital Residence. A copy of the distribution of personal property as selected and agreed upon by the parties is attached as ("Exhibit A").

(D) The laptop computer which is in her possession.

(C) The maple dresser and end tables located in the Marital Residence.

(B) The 1998 Nissan Maxima automobile.

(A) All deposits of money standing in her name in any financial institution, including her HARRIS BANK, Checking Account.

2. ANNE shall retain sole ownership of the following personal property, free and clear of any and all claims thereto by RON:

(D) The laptop computer which is in his possession.

(C) The 2002 Subaru Outback automobile.
(B) The armoire, dining room table and chairs located in the Marital Residence.

(A) All deposits of money standing in his name in any financial institution, including RON's US BANK Checking Account, #4828.

free and clear of any and all claims thereto by ANNE:

A R A

4

4. At the closing on the refinancing of the Marital Residence, ANNE shall pay RON \$3,500.00 for payments made by RON for the 2005 property taxes for the Marital Residence. ANNE's payment to RON shall be in the form of an offset against the amount RON owes ANNE for her share of the equity in the Marital Residence.

Property Tax Paid by RON

3. At the closing on the refinancing the Marital Residence, RON shall pay ANNE \$5,358.25 for one half of the funds he used for personal expenses from the home-equity line of credit (\$10,716.50 total).

2. RON and ANNE agree that RON is to assume to balance of the mortgage and the home-equity line of credit. Within 120 days of the effective date of this Agreement, RON shall refinance the Marital Residence and remove ANNE's name from the mortgage and the home-equity line of credit. At the time of closing, ANNE shall receive \$131,138.53, at said closing, plus or minus any offsets or payments as noted herein. If RON fails to pay the amounts owed pursuant to the agreement within the 120 days provided for herein then the home shall be listed for sale, with a mutually agreeable broker, and not sold for a price less than \$675,000.00 or such other figure that the parties may agree to in writing.

Refinancing

RON. ANNE represents and warrants that the Marital Residence has no lien or encumbrance against it, except as otherwise herein stated, and any unpaid real estate taxes not yet due, and her representation and warranty shall survive the conveyance. RON agrees to and does hereby indemnify and hold ANNE, her heirs, executors, administrators, and assignees free and harmless of and from any liability for the mortgage, any unpaid real estate taxes as of the date of the entry of the Judgment for Dissolution of Marriage, insurance premiums, and all other expenses in any way connected with the Marital Residence due after the effective date of this Agreement. Said quit claim deed shall be held in escrow with CANTWELL & CANTWELL. RON shall notify ANNE as to when the refinancing closing will take place; ANNE shall furnish said quit claim deed at the closing, and ANNE will be paid her share of the equity in the Marital Residence, plus or minus any credits or offsets. On the effective date of this Agreement, ANNE agrees to assign to RON the balance of the term of the home owner's policy insuring the Marital Residence and its contents, the title insurance policy and any escrow accounts relating to the Marital Residence, and deliver to RON all records in her possession relating to the cost basis of the property, any adjustments thereto, and all other documents in her possession relating to the Marital Residence. Any refunds on utilities or escrow accounts shall be RON's property. Additionally, the parties shall each be entitled to deduct one half (1/2) of the 2006 mortgage interest on the Marital Residence on his or her 2006 tax return through the date of the entry of the Judgment for Dissolution of Marriage. In regard to the 2005 property taxes, each party shall be entitled to deduct one half (1/2) of the 2005 property taxes, paid in 2006 on the marital residence prior to the entry of the Judgment for Dissolution of Marriage. Any mortgage interest and/or property taxes incurred on the Marital Residence after the date of the entry of the Judgment for Dissolution of Marriage shall be deductible by RON, and ANNE shall not act to the contrary.

a p a

1. As of the date of the entry of the judgment for Dissolution, the parties agree that ANNE has a Vanguard Long-Term Bond Index R/O IRA with the approximate value of \$11,711.14, a Vanguard STAR fund R/O IRA with the approximate value of \$13,129.51, and a Vanguard 500 Index Fund Roth IRA that is marital and nonmarital, and is valued at \$28,247.84. The non-marital portion is valued at \$15,536.31 for ANNE. ANNE also has a Charles Schwab 401(k) Savings Plan through the Hudson Highland Group, Inc., valued at approximately \$44,323.82 as of November 12, 2006. The parties agree that Ron has no retirement funds. RON used \$3,823.86, in marital funds from his Vanguard money market account, of which ANNE shall receive a \$1,911.93 credit against her Vanguard accounts and a \$3,500.00 credit from property taxes already allocated in this Agreement. The marital portion of ANNE's 401(k) and Vanguard IRA's, as of the date of the entry of the judgment for Dissolution of Marriage is approximately \$81,876.00. RON shall receive one half of said marital portion, minus \$5,411.93, or approximately \$35,526.07 on the date of the entry of the judgment for Dissolution of Marriage, or as soon as possible thereafter, by means of Qualified Domestic Relations Orders. ANNE shall pay RON by transferring to RON from her Vanguard accounts. If the Vanguard accounts are not sufficient to cover said payment, then the funds shall be transferred from ANNE's Charles Schwab 401 (k) account in an amount sufficient to pay RON the difference thereon. Said funds shall be distributed to RON's Vanguard Money Market fund Account Number 0050-09946863108, or if that account is not active to an IRA account designated by RON, pursuant to the Qualified Domestic Relations Orders ("QDRO"). ANNE is awarded the remaining funds in said accounts, and RON waives any and all rights thereto. ANNE waives any and all rights to RON's retirement benefits.

Retirement Benefits

Article IV:

Value of Residence:	\$675,000.00
Mortgage:	(\$369,737.54)
Home-equity loan:	(\$42,985.39)
Equity in Residence:	\$262,277.07
One half of equity in Residence:	\$131,138.53
Equalization of personal property value:	\$1,120.00
Reimbursement for home-equity loan advance:	\$5,358.25
2005 & 2006 property tax reimbursement:	(\$3,500.00)
Health care reimbursements:	\$1,828.72
Loan from ANNE's parents:	\$1,650.00
	<u>\$137,595.50</u>

5. At the closing on the refinancing of the Marital Residence, the title company shall cause the following amount to be paid to ANNE from RON as her share of the Marital Assets of the parties:

Payment to ANNE

a r-a

6

4. Except as provided herein, each party represents and warrants that he or she will not use any credit or charge cards which are in the other parties' name or to which the other party has any obligation. Except as provided herein, each party further represents and warrants that to his or her knowledge all credit or charge cards that existed in the joint names of the parties or with the other spouse listed as a signatory or guarantor have been closed out and paid in full.

3. Except as provided herein, each party represents and warrants that to his or her knowledge there are no joint debts presently outstanding in the parties' names.

2. The parties have an outstanding loan with ANNE's parents of \$3,300.00. Upon the refinancing of the marital residence, RON shall pay ANNE \$1,650.00 to satisfy said debt. ANNE shall assume the liability thereon, and shall pay, save and hold RON harmless thereon.

1. Each party agrees to pay the debts, obligations, tax liabilities, and bills with third parties that he or she has incurred or hereafter incurs (including also obligations regardless by whom incurred with assets received by each party pursuant to this Agreement), and each party agrees to and does hereby keep the other, free, harmless, and indemnified of and from any liability for that which he or she has agreed to pay.

Debts

Article VI:

3. ANNE shall keep her life insurance policy, free and clear of any past, present or future claim from RON or his heirs, executors, administrators, and assignees.

2. At the closing on the refinancing of the marital residence, RON shall reimburse ANNE \$1,828.72 for her share of health care reimbursement checks.

1. As of the effective date of this Agreement, each party agrees to pay his or her respective health insurance premiums and medical bills past, present, and future. ANNE agrees to COBRA her insurance benefits or obtain her own policy. RON shall cooperate fully with ANNE to assist her in obtaining a conversation or continuation of his present existing health and hospitalization policy under which RON is covered to a separate policy issued on her behalf pursuant to the provisions of Illinois law and the Federal Health Insurance Continuation legislation contained in the Consolidated Omnibus Reconciliation Act (COBRA, PS-272). The parties shall execute all documents which are necessary to obtain such conversation or continuation policy. ANNE shall be solely responsible for payment of the premiums thereon. To the extent required by Illinois state or federal law, RON will make election with his employer for continued coverage of ANNE under the health insurance plan of his employer."

Medical Insurance

Article V:

a l-a

7

1. RON and ANNE acknowledge and agree that all transfers of property which are made pursuant to this Agreement are transfers incident to the cessation of their marriage and are thereby treated, for income tax purposes, in accordance with the provisions of Section 1041 of the Internal Revenue Code, as amended in 1984. Said Section provides that no gain or loss shall be recognized on transfers of appreciated property between them, shall be without current taxation as "taxable events," shall be treated as acquired by the transferee by "gift," and that the transferee's basis in such transferred property shall be the adjusted basis of the transfer or therein immediately prior to the transfer.

Applicability of Section 1041 of the Internal Revenue Code

Article IX:

2. If any deficiency is ultimately determined in connection with any said returns, the parties shall each be responsible to pay one-half ($\frac{1}{2}$) the same, including any interest and penalties, unless the deficiency results from fraudulent or incorrect information supplied by either RON or ANNE, in which case the person supplying the information shall be solely responsible to pay the amount of the tax, interest and penalty. In the event the parties receive a refund for any joint tax return, it shall be divided equally between them, including any tax refund Federal or State after the parties file their 2005 taxes. RON and ANNE shall file separate tax returns for the year 2006.

1. The parties have filed joint Federal and State income tax returns for the years in which they were married. In the event of an audit or deficiency assessment for any said return, the party receiving notice shall immediately notify the other. The Husband and Wife shall cooperate and jointly decide if they will file any protest, and if necessary they shall jointly retain and pay an attorney and/or an accountant to represent them in connection with the audit and/or assessment. If the parties cannot agree whether to file a protest, then either party shall have the right to have a Court of competent jurisdiction decide the issue upon proper notice and petition. Similarly, in the event a protest is filed and the parties cannot agree as to an accountant or attorney to be used, then either party shall have the right to have a Court of competent jurisdiction decide the issue upon proper notice and petition.

Taxes and Tax Returns

Article VIII:

1. Each party agrees to pay his or her own attorneys' fees and costs incurred in or related to this matrimonial litigation. Each party hereby waives his or her right to a hearing on the contribution to his or her attorney's fees and costs by the other party, to which he or she would otherwise be entitled pursuant to 750 ILCS 5/503(j).

Attorney's Fees

Article VII:

A L A

1. Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each such party shall have and retain sol and exclusive right, title, and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property all choses in action, real estate, personally, interests as beneficiaries of trusts, checking and savings accounts, royalties, bond, stock, and securities.
2. Each of the parties hereby waives and relinquishes all right to inherit, by any currently existing will or by intestate succession, any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, the Agreement shall operate as a relinquishment of all right of surviving party hereafter to apply for letters of administration in any form, and 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 have never been married, each of the parties hereto respectively reserving the right to dispose, by testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.
3. Each of the parties hereto agrees that he or she will, upon demand by the other, his or her heirs, executor, administrator or legal representatives, at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property (real or personal) belonging to the other, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto. If either party for any reason fails to execute any such documents, then this Agreement shall constitute a full and present transfer, assignment, and conveyance of all rights designed to be transferred, assigned, and conveyed in accordance with this Agreement, and a court competent jurisdiction is authorized to execute said documents.
4. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive, and assigns, all rights of dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest, and estate as Husband and Wife, widow or widower, or otherwise by reason of marital relations existing between the said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether no owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent; and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them will, at any time hereafter sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all the rights specified in and relinquished under this paragraph; and further agrees that in the event any suit shall be

General Provisions

Article X:

b
K-A

- commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or 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 extinguishment of 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 provisions of this Agreement, or the rights of either party under this Agreement.
5. Both parties hereby specifically represent to the other that they have fully disclosed their respective income and assets and this Agreement is based upon such representations; that this Agreement and the legal effect of each of the provisions hereof were fully explained to him or to her by his or her respective legal counsel; and that such legal counsel have participated in the drafting of this Agreement. The instant agreement is predicated on the full and complete disclosure made by each of the parties to the other of their respective sources of income, both earned and unearned, and of their respective assets and liabilities.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and the terms and provisions contained herein shall become effective as of the date of the execution of this Agreement.
7. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which collectively shall constitute one and the same instrument.
8. Construction of Agreement.
- (A) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- (B) Any word in the text of this Agreement shall be read as a singular or plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- (C) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No subsequent oral agreement shall be effective to, in any manner, modify or waive any terms or conditions of this Agreement.
- (D) Except as otherwise provided by law, the provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.
- (E) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein have been made by either party to the other.

A 11 A

10

- (F) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of ANNE or RON.
- (G) It is expressly understood and agreed between the parties that in the event a Court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.
9. This Agreement is indivisible, and neither ANNE nor RON would have entered into this Agreement unless every term, provision, and condition hereof had been included herein; each provision was made in consideration of every other provision. In the event any Court of competent jurisdiction alters, changes, modifies, or declines to approve any term or provision of this Agreement, then any pending proceeding before such Court shall be suspended in order that ANNE and RON have an opportunity to consider the Court's alteration, change, or modification of the particular term or provision of this Agreement and, if necessary, renegotiate all or any part hereof.
10. In the event a Judgment for Dissolution of Marriage is hereby entered by a court of competent jurisdiction, this Agreement shall be merged in the Judgment. Regardless of whether a Judgment for Dissolution of Marriage is entered, this Agreement will continue to have independent legal sufficiency, and either party shall be entitled to enforce this Agreement as in the case of any other contract or agreement and the same shall be strictly construed in accordance with the laws of the State of Illinois.
11. Except as herein otherwise provided, all the rights, claims, and demands of every kind, nature, and description, for or by reason of any cause, matter or thing whatsoever, which occurred prior to the effective date of this Agreement, which each party has, or may hereafter have, against the other, shall be and the same hereby are forever discharged, extinguished, released, and barred; provided, however, that nothing herein contained shall release or limit the obligation of either of the parties hereto to comply with the other provisions of this Agreement.
12. Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, and hereafter, good and sufficient instruments necessary or proper to vest the titles in the respective parties hereto, as is provided in this Agreement.
13. Except as provided herein, each party represents and warrants that to his or her knowledge there are no joint debts presently outstanding in the parties' names.
14. Except as provided herein, each party represents and warrants that he or she will not use any credit or charge cards which are in the other parties' name or to which the other party has any obligation. Except as provided herein, each party further represents and warrants that to his or her knowledge all credit or charge cards that existed in the joint names of the parties or with the other spouse listed as a signatory or guarantor have been closed out and paid in full.

**Article XI:
Effective Date**

1. This Agreement may be executed in one or more counterparts, which shall together constitute the original thereof. The Agreement shall be shown to the Court, and, if the Court approves the Agreement and dissolves the marriage of the parties, the Agreement shall be incorporated into the Court's Judgment. The Agreement shall not be effective until and unless a Judgment of the Dissolution of the Marriage of the parties is entered by the Court, which approves and incorporates the Agreement, and, in such event, the date of the Judgment of Dissolution shall be the effective date of the Agreement.

Anne Marie Rigby-Angell
ANNE MARIE RIGBY-ANGELL

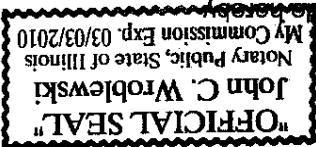
Ronald P. Angell
RONALD P. ANGELL

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RONALD P. ANGELL, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of December, 2006.

John C. Wroblewski
Notary Public

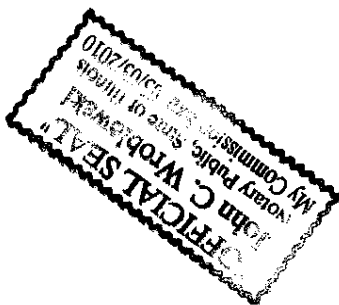


STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANNE MARIE ANGELL-RIGBY, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of December, 2006.

John C. Wroblewski
Notary Public



DOWN'S LAW OFFICES, P.C.
Attorneys for RONALD P. ANGELL
150 N. Wacker Dr., Suite 1870
Chicago, IL 60606
312-781-1963
Attorney Code #91927

A R A

Bed Frame

Page 2 of 7

Furniture Item & Description	Room It Is	Ron or Anne	Cost
Living room couch, antique red velvet upholstery, 750 including delivery	Living room	Ron	750
Armoire - Dutch, with flowered design	Living room	Ron	1100
Red Persian rug - hand-knotted	Living room	Ron	300
Coffee table with rose inlaid in a different wood	Living room	Ron	60
Small square wooden table (hold plants, lamps) - next to couch - has a mission look	Living room	Anne	30
Clerk's desk - Ron there are two of these, you can take one and I'll take one	Living room and office	Ron	
3-tiered plant stand	Living room	Ron	
2 silver plate lamps - These should be split, I take one and you take one. Or you can take one set and I'll take the other set (see below).	Living room	Ron	
2 small silver/nickel lamps with red shades (see above), cost should include the rewiring	Living room	Ron	
Table with fold-out edges (currently has a plant and lamp on it)	Living room	Anne	60
4 - solid oak bookshelves \$100 each - Ron I hope to buy Josie's bookshelves, I will try to get confirmation on that	Living room, back porch	Ron	
Bed frame, with new mattress and box spring, bought in 2005, Ron if you don't want this let me know I need a fullsize bed	Small bedroom	Ron	400
Mission style oak dresser with flower carved pattern - this was \$200, not \$100 as Ron put down in earlier statement	Small bedroom	Anne	450
Maple table with the "hidden" compartment - from Ron's parents - GIFT	Office	Ron	200
All-oak antique school desk	3rd flr living rm	Ron	0
Antique mission style rocking chair, reupholstered	3rd flr living rm	Ron	75
Wooden futon frame and futon (old futon)	3rd flr living rm	Ron	100
Cream rug - (Ron I think this is in the cubbyhole/attic of living room, if you are not using it I will return it to my Mom, if it is in any kind of decent condition) - GIFT	3rd flr living rm	Anne	15
Chandeliers - Every single room of the house has an antique, rewired chandelier. (I helped pay for those as well as the rewiring costs) I realize these are part of the house, but Ron please consider this when we talk about the lamps	All rooms	Anne	0
Aluminum floor lamp	3rd flr living rm	Ron	10
Wooden/oak small bedside dresser - borrowed from my sister and need to return - GIFT	3rd flr living rm	Anne	0
Wooden futon frame	3rd flr bedroom	Anne	15
Large, painted gold-framed mirror - Ron I think you said you didn't like this mirror. If not I will take it.	3rd flr hall	Anne	-35
Wooden bookshelf/shelf	3rd flr bedroom	Ron	20
Antique table with mother-of-pearl (Ron's dumpster find)	3rd flr "plant" rm	Ron	0

A. M. R.

Ron & Anne
 1000 1st St.
 N. York, NY 10001

and
 plants

Anne may take 2

A.P.A.

A.M.C.

Page 3 of 7

Furniture Item & Description	Room it is	Currently in	Ron or Anne	Cost
Small leather couch	3rd flr "plant" rm	Ron		15
NOTE THAT EVERYTHING BELOW THIS IS OTHER HOUSEHOLD ITEMS SUCH AS DISHES, PAINTINGS, LINENS, OFFICE-STUFF, ETC.				
2 Chinese paintings on silk - Ron paid 150 for these	Dining room	Ron		150
flowered china set of 6 - plates, cups bowls, saucers, med. And small plates, gravy boat	Dining room	Ron		15
6 espresso cups and saucers	Dining room			5
authentic cowbells from germany and Austria, gift for Ron	Dining room			0
Blue & white pitcher - that was a wedding gift for us from Claire and Colette; since Anne has the wooden clock Ron should keep the pitcher	Dining room			0
Religious crosses, Saint Francis - Ron I just want one of the	Dining room			0
Baking pans (in hutch), cookie cutters	Dining room	SPLIT		split
Food warming trays - they're my Mom's	Dining room	ANNE		-10
Flower vases	Dining room	ANNE		0
Tray with Canada flags on it	Dining rm closet	ANNE		5
Paintings of birds and elephants (5) - various spots in the house	Dining room	ANNE		-5
Grey Polish tea set - Ron I think this was your gift to me, but I don't want to fight about it. Let me know if you want it	Dining room	ANNE		-300
Decantur, it sort of looks Turkish, it's purple with silver - and I think it had some small glasses too - I got this from my Dad for Christmas I think	Dining room	Ron		??
Microwave - new, moisture sensor, over-the-counter	Microwave	Ron		0
All our cast iron cookware - pot, three pans	Kitchen	Ron		175
All pots and pans	Kitchen	Ron		35
Silverware	Kitchen	SPLIT		100
Magnets on Fridge - New Brunswick	Kitchen	Ron		10
Kitchen tools - wooden spoons, spatulas, hash slinger, can opener, garlic press, oven mitts, pot holders	Kitchen	Ron		15
Margarita glasses - 4	Kitchen	Ron		15
Wine glasses	Kitchen	Ron		10
2 Rice steamers - you can have one, I'll take one	Kitchen	Ron		10
Bowls - mixing bowls	Kitchen	Ron		split
Several (4 or 5) glass storage dishes from Crate & Barrel	Kitchen	Ron		10
Very nice knife set	Kitchen	Ron		25
Toaster	Kitchen	Ron		25
Electric Water purifier	Kitchen	Ron		5
Cleaning supplies - mop, sponges, stuff for floors, counters, glass cleaner, two plastic trash cans - I recently bought all this for myself and spent \$100	Kitchen	Ron		40
Fold-out step ladder - Ron do you want this, I could really use this	Kitchen	Ron		50
				30

Ron
will
give
ME
\$100
for
THIS
MUGS-
WINE

A R A

A.M.N.

Page 4 of 7

Furniture Item & Description	Room it is	Ron or Anne	Cost
Slow cooker	Kitchen	Anne	15
Pressure cooker, new	Kitchen	Anne	35
Fiesta ware - set of ten 5-piece settings - large plates, medium plates, cups and saucers, and bowls, \$20 on sale for a 5 piece place setting	Kitchen	Anne	-200
Mugs from national parks and Vancouver - those are Anne's	Kitchen	Anne	0
Muppet glasses	Kitchen	Anne	0
Pasta maker turner (Ron has had this for a long time)	Kitchen	Anne	-10
Turkey - size roasting pan	3rd flr kitchen	Anne	0
2 or 3 big soup-cooking pots - Ron I'd like to split these - you take one, I take one	3rd flr kitchen	Anne	-10
Cookie sheets	3rd flr kitchen	Anne	split
Toaster	3rd flr kitchen	Anne	10
Antique-y-looking coffee dispensers (large size for parties) - 2	3rd flr kitchen	Anne	5
Old decorative bottles - can we split those?	3rd flr kitchen	Anne	15
Girl with parrot painting	Bathroom	Anne	split
Framed pictures of Hugo - we should split those. If you can find the unframed ones and I can have those, then you can keep the framed ones	Bathroom	Anne	-10
Steel modern-ish furniture/cabine/tray (Restoration Hardware)	Bathroom	Anne	split
Towels - 5 sets of all new towels (large, med, & washcloths), these were all new at at least \$10 each	Bathroom	Anne	10
Bathroom rugs - all new	Bathroom	Anne	50
Scale	Bathroom	Anne	15
German watercolors, unframed	Bathroom	Anne	5
Stereo/radio (maybe it is in dining room now) - Anne took one already, Ron says the other one is not good quality	Bedroom	Anne	5
Print by Tom Reed	Bedroom	Anne	0
Quilt from Crate and Barrel, dark red	Bedroom	Anne	75
Linens - pillows, 3 sets of Queen flannel sheets, 5 sets of Queen cotton sheets, 3 sets of Full sheets, 2 all-down comforters (for bedrooms), new pillows (about 6) - and Multiple decorative pillows	Bedroom and linen closet	Anne	100
Canadian flag	linen	Anne	100
American flags - there are a couple, we should split	linen	Anne	split
Mission-style glass pitcher with glasses, Ron's gift to Anne - I'd like it but don't want to quibble about it so let me know.	Bedroom	Anne	split
Oil painting of stained glass window	Bedroom	Anne	?
Antique umbrellas - most are useless but very fun - Ron you can have most but I'd like one please	Stairway	Anne	100
10 by 12 painting "Kennedy's dream"	Stairway	Anne	0
Large painting above couch "liverworst"	Living room	Anne	-100
	Living room	Anne	150

A R-A

A.M.R.

MacKoueola - Anne

Page 5 of 7

Furniture Item & Description	Room It Is	Currently In	Cost
China cats above mantle	Living room	Anne	-35
Framed oil/watercolors (?) of horses	Living room	Ron	150
Antique wooden clock on fireplace	Living room	Ron	35
Collection of antique clocks (most not working) - gifts for Ron	Living room	Ron	0
3 antique radios	Living room	Ron	0
Chinese warrior	Living room	Ron	10
Indian "sarswati" -	Living room	Ron	10
Stereo, tape player, speakers, CD player	Living room	Ron	35
Record player and records	Living room	Ron	15
Christmas cactus plant - This was my Mom's that she gave me, I would like it back - GIFT	Living room	Ron	-15
Philodendron plant (this is a 30 year old family plant and I would like it back) - GIFT	Living room	Anne	0
Books - architecture, science	3rd flr pnt m	Anne	0
Books - children's, fiction & poetry, history	back porch	Ron	0
Books - nature, gardening, etc - We need to look at these books, some are yours, some mine	back porch	Anne	0
Antique crazy quilt	back porch	Ron	0
Framed elephant picture	Small bedroom	SPLIT	0
Framed picture, black and white of palm trees - Ron I assume you want this but if you really don't care let me know, I'll take it	Small bedroom	Anne	-15
Basket clothing hampers (these were 20 dollars each) - three of them	Small bedroom	Ron	15
Portable space heater	Large bedroom and small bedroom	SPLIT	15
Binoculars - these were Hazel Hennigan's - GIFT	Small bedroom, maybe 3rd floor	Ron	35
Lighthouse framed poster - GIFT for Ron	Small bedroom or bookshelf	Anne	0
Key chains - some canadian?	Office	Ron	0
Metal file cabinet	Office	Ron	0
Orange and blue flower fabric hanging	Office closet	Ron	20
Saint Bernard, framed picture - GIFT from Page	Office	Ron	10
Digital camera, 2001	Office	Ron	0
Zip drive	Office	Ron	150
3 phones	Office	Ron	35
Desktop - from 2000? - neither of us seem to want this...	Office	Ron	30
Router	Office	Ron	0
Power strips, Ron I could really use some power strips so let me know if you want to split	Office	Ron	35
Printer - gift from Dan Angell	Office	SPLIT	35
	Office	Ron	0

A R - A

THE CONDITION

GIVE ANNE MOVABLE

RON WILL

Page 6 of 7

A. Mark

Furniture Item & Description	Room it is	Currently In	Taking	Ron or Anne	Cost
Printer - Gift from my Dad. Ron where is this I would like it back, if it is still with your company please reimburse me \$60	Office				0
Bird clock	Office				10
Natural "cow" jaw	Office				15
Files - anne wants theater, music, art, travel files	Office				100
20 handpainted watercolors of French scenes - these are framed and in glass, each one of these is worth \$10	Office				10
Buddha statue	Office				100
Hand-thrown by Illinois artist - green pottery bowl, gift from Deldre Muns - GIFT	3 rd flr livingrm				10
Iron candleholders, gift from Julie Minor - GIFT	3 rd flr deck				0
Antique (but functioning!) ironing board	3 rd flr livingrm				0
Vacuum, good quality -- we bought this just before the divorce	3 rd flr hall				5
Bath room rug (new)	3 rd flr hall				125
Globe - gift from Ron to Anne, but you can keep it Ron	3 rd flr bathroom				5
Speakers and stereo (Ron says stereo doesn't work)	3 rd flr bedroom				0
Two trunks -- Ron I would like at least one trunk out of the 3, which I already deducted above (1 is in 2 nd floor bedroom, 2 are in basement) - 15 bucks each	3 rd flr livingrm or bedroom				0
Costumes inside trunk - GIFT	Basement				30
One really good, new tent	Basement				0
One good but old tent (was this repaired)	Basement				175
One very large "family" tent	Basement				35
Camping backpack -- Ron's and Anne's - let's each take one	Basement				-35
High quality, low temp. sleeping bags mummy style - These zip together so they should stay together - 50 for each, if you don't want them I will take them	Basement				split
Tools Circular Saw, Sawzall, multiple drills, wrenches, screwdrivers, levels, routers (for drains) -- Ron last year we bought a new set of tools at Home Depot that cost \$400 (you gave something to Frank). Thinking about that and all the other tools you own, I think \$1000 is a fair price.	Basement				1000
1 Plant Stand with fluorescent Lamp - These were a loan from my Mom and I need to return them.	Basement				0
2 boxes of Anne's old clothes - Ron I left these at the house and I may need them if I change sizes - I assume we each keep our clothes...	Basement				0
Christmas ornaments - Ron I don't care about this stuff but I would like the mice gifts that my Mom gave me, so unless you want it, I will take the ornaments	Basement				0
My sister's cross-stitch rainbow - This is a really old gift from my sister that I don't want to lose	Basement				0
Air conditioners - six at \$40 each	Basement				240

VACUUM

FURNITURE

-GRILL

\$1000

FOR

GIVE

WILL

RON

WILL

GIVE

FURNITURE

-GRILL

\$1000

FOR

GIVE

WILL

RON

WILL

GIVE

FURNITURE

-GRILL

\$1000

FOR

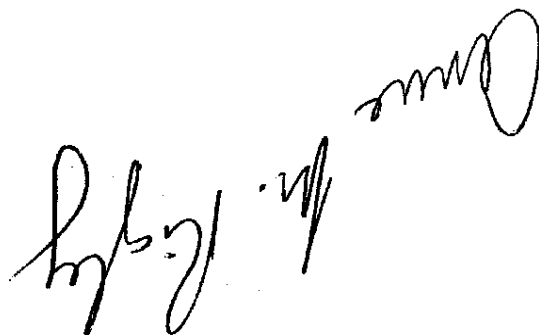
GIVE

WILL

RON

a R-a

Page 7 of 7



 Anne M. Rigby

Furniture Item & Description	Room It is	Currently In	Ron or Anne	Cost
Air conditioner - I would like at least one quality one	Basement	SEE NOTE	ANNE	-20
Fans - Ron if there are any fans I would like them I use them more than Acs	Basement	SEE NOTE	ANNE	350
Electric lawn mower	Outside	RON	RON	175
Gas barbecue grill	Outside	RON	RON	100
Lawn tools - rakes, snowshovels, wheelbarrow, dirt shovels, various branch cutters,	Outside	RON	RON	split
Plant pots - Ron I could use a few of these, let's split them	Outside	SPLIT	RON	split
Wood chipper - Gift to Ron from my parents - GIFT	Outside	RON	RON	0
Green man (yard art) - Gift to Ron from Anne - GIFT	Outside	ANNE	ANNE	0
Indian Lady, Hand-cast birds - Ron let's split these. I would like the Indian lady, you take the birds	Outside	ANNE	ANNE	split
Other yard art - marble pieces, etc.	Outside	RON	RON	35
Bicycles - Ron you take yours, I'll take mine (the blue bike which I now have, and the turquoise bike)	Outside	SPLIT	RON	split

9,300

A R-2

3

terminated.

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

4. Any right, claim, demand, or interest of the parties in and to maintenance to effectuate and fulfill the terms of this judgment.

execute and deliver to such other party any and all documents that may be necessary

3. Each of the parties hereto will, promptly upon demand by the other party, parties hereto shall perform under the terms of said Agreement.

were in this paragraph set forth verbatim as the judgment of this Court; each of the this Court to the same extent and with the same force and effect as if said provisions Agreement are expressly ratified, confirmed, approved, and adopted as the Orders of part of this Judgment for Dissolution of Marriage; and all of the provisions of said Respondent, dated December 4, 2006, and hereinabove set forth in full, is made a

2. The Marital Settlement Agreement between the Petitioner and the Respondent, ANNE MARIE ANGELL-RIGBY, are hereby dissolved.

bonds of matrimony existing between the Petitioner, RONALD P. ANGELL, and the

1. The parties are awarded a Judgment for Dissolution of Marriage, and the

ADJUDGED as follows:

On Motion of said attorneys for the Petitioner, IT IS HEREBY ORDERED AND

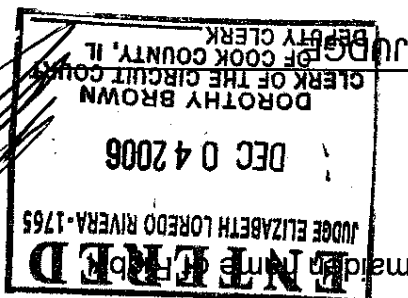
DOWNES LAW OFFICES, P.C.
Attorneys for RONALD P. ANGELL
150 N. Wacker Dr., Suite 1870
Chicago, IL 60606
(312) 781-1963
Attorney# 91927

Ronald P. Angell

RONALD P. ANGELL
Anne Marie Angell-McGibby

ANNE MARIE ANGELL-McGIBBY

We hereby approve the entry of the foregoing Judgment for Dissolution of Marriage.



ENTER:

7. Respondent shall be allowed to resume use of her maiden name.

hereinafter set forth.

terms of the oral property settlement agreement between the parties hereto as

enforcing all the terms of this Judgment for Dissolution of Marriage, including all the

6. This Court expressly retains jurisdiction of this cause for the purpose of

dated as hereinabove set forth.

terms of the Marital Settlement Agreement made in writing between the parties hereto

enforcing all the terms of this Judgment for Dissolution of Marriage, including all the

5. This Court expressly retains jurisdiction of this cause for the purpose of