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2003-03-18 16:07:15  
Cook County Recorder 38.50

CLAIM FOR LIEN

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

CELESTE WRIGHT HARRIS

V.  
KG HOLDING LLC



THE CLAIMANT Celeste Wright Harris of Chicago, Illinois County of Cook State of Illinois hereby file March 18, 2003 a claim for Lien against KG Holding of Cook County, of the State of Illinois

That On the 24 day of May, 2002, said KG Holding was the owner of the following described land, to wit:

434 West Ontario Street Chicago, Illinois in Section 9 Township 39, Range 14, County of Cook, State of Illinois.

Permanent Index Number (PIN): 17-09-127-019-0000

Pursuant the May 24, 2002 JUDGEMENT FOR DISSOLUTION OF MARRIAGE Celeste Wright Harris was awarded 50% of Joseph Douglas Harris' interest in the commercial building located at 434 W. Ontario, Chicago, Il.

Please refer to Attachment A (DISSOLUTION OF MARRIAGE), Case No. 00 D 15794, page 6, number 24(b).

I attest that the aforementioned statements are true and accurate.

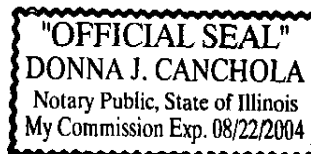
Celeste Wright Harris  
Signature

1851 E 79<sup>th</sup> Street Fl. 3  
Address

Chicago IL 60649

Subscribed and sworn to before me this 18th day of March, 2003.

Donna J. Canchola  
Notary Public



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17	09	127	019		500	74002
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME

500

AREA SUB-AREA BLOCK PARCEL UNIT

TAX CODE

17- 09- 127- 019

74002

1992 DIVISION  
 Block 127 Parcel 14

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
9	39	14				
YOUNG'S SUB OF PART OF KINGSBURG TRACT						
E 1/2 NW 1/4						
W 24.37 FT (EX RR)						21)
(EX RR)						22)

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Appendix A

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

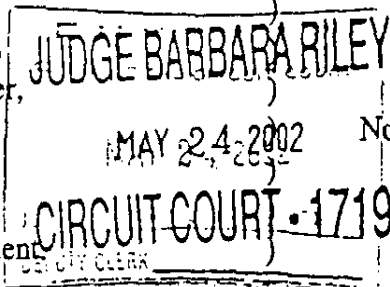
In re Marriage of  
CELESTE WRIGHT HARRIS

Petitioner,

And

JOSEPH DOUGLAS HARRIS

Respondent



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JUDGMENT FOR DISSOLUTION OF MARRIAGE

NOW COMES the Petitioner, CELESTE WRIGHT HARRIS, through her attorney, CASSAUNDR A. WASH, (hereinafter "Petitioner"), appearing before this court on her Petition for Dissolution of Marriage (the "Petition") filed on October 16, 2000 and Respondent, JOSEPH DOUGLAS HARRIS, (hereinafter the "Respondent") being duly served on June 17, 2001 in the state of Illinois, and since the time and date of service, Respondent having filed an appearance but no response, and the Court therefor found the Respondent in default on November 14, 2001, the Court having heard the testimony of CELESTE WRIGHT HARRIS taken in open Court in support of the Petition (a certificate of which is filed herein), and now being fully advised, in the premises, doth finds as follows:

- A. The Court has jurisdiction over the subject matter and both Petitioner and Respondent.
- B. The Petitioner has been domiciled and resided in the State of Illinois, County of Cook, for at least 90 days preceding the filing of the underlying Petition for Dissolution. The Respondent has entered his appearance and has appeared in open court.
- C. The parties were married on July 15, 1995 in Chicago, Illinois and their marriage is registered in Illinois. The parties separated on or about August 1999, 2000.
- D. The Petitioner resides in the City of Chicago, County of Cook, State of Illinois, and she is employed by the City of Chicago earning \$ 46,000.00 per year.
- E. The Respondent resides in the City of Chicago, County of Cook, State of Illinois and he is presently self-employed earning approximately a gross yearly salary of \$150,000 per year.

F. There were two (2) minor children born of this marriage: Namely, George Nicholson Harris born on August 14, 1996 and Alexandra Danielle Harris born on March 2, 1998. That the Petitioner is not now pregnant and the parties have adopted no other children.

G. That Petitioner and Respondent are both fit and proper to be awarded joint custody of the minors with physical custody to Petitioner.

H. The Petitioner has proven with reliable and sufficient evidence the grounds of mental cruelty.

WHEREFORE, it is the order of this Court that:

1. The Petitioner be awarded a Judgment of Dissolution of Marriage dissolving the bonds of matrimony existing between Petitioner and Respondent based upon the grounds of mental cruelty;

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CUSTODY VISITATION AND CHILD SUPPORT

2. The Petitioner and Respondent are awarded joint custody of George Nicholson Harris born on August 14, 1996 and Alexandra Danielle Harris born on March 2, 1998, with reasonable visitation to Respondent as set forth in the Joint Parenting Order and incorporated herein by reference.

3. The Respondent shall pay as and for child support for the minor children the sum of \$1,562.50 ~~bi~~monthly, effective the date of Judgment. Child support is based on Respondent's net ~~bi~~monthly income of \$6,250.00 and twenty-five percent (25%) of \$6,250.00 is \$1,562.50.

4. Child support payments are made pursuant to the guidelines set forth in the Illinois Marriage and Dissolution of Marriage Act and its subsequent agreements. Child support payments shall continue until such time as each child shall attain the age of eighteen (18) years or completes a high school education, whichever last occurs.

5. With respect to the minor children an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen in point of time of any of the following:

- a) The child's marriage.
- b) The child having a permanent residence away from the residence of Petitioner. A residence at college, boarding school, or camp, is not deemed a residence away from the permanent residence of the Petitioner;
- c) The child's death;

- d) The entry into the Armed Forces of the United States; but the emancipation event shall be deemed terminated and nullified upon discharge from such Armed Forces and thereafter, as if such emancipation event by reason of that entry had not occurred; or
- e) The child reaches the age of twenty-three (23).

EDUCATION AND CHILD CARE      30372525

6. Petitioner represents that she expended \$3,825.00 in child care providers for the minor and dependent children, namely, George Nicholson Harris and Alexandra Danielle Harris. Respondent shall reimburse Petitioner the amount of \$1,912.50 as his portion of the cost of child care.

7. The parties shall each pay the post educational expenses of the dependent and minor children of the parties, namely, George Nicholson Harris and Alexandra Danielle Harris in accordance with the 750 ILCS 5/513 of the Illinois Marriage and Dissolution of Marriage Act. Said expenses include a two-year, four-year or five year college education, vocational or trade school education or comparable training programs. Said expenses include but are not limited to, activity expenses, and transportation to and from home. Each minor and dependent child shall be encouraged by the parties to assist in the contribution to said post high school expenses by scholarship, grant, or work study, and the child is not required to obtain loans as a condition precedent to the parties' contribution to college expenses. Any and all contributions made by a minor and dependent child shall be deducted from the total amount paid by Petitioner and Respondent. Each party shall pay the educational expenses within thirty days of the due date, and the party failing to timely pay the expenses are responsible for any and all charges, penalties and interest related to the late charges.

8. The parties shall pay fifty percent (50%) of any cost for the elementary and secondary educational expenses, activities, or extra-curricular activities. The parties shall pay fifty percent (50%) of the children's activities, included but not limited to day care, extra-curricular activities, school activities, uniforms, fees and trips. Currently George Nicholson Harris attends Saint Thomas the Apostle Christian Academy and the tuition, aftercare, and lunch program for the 2001-2002 school year is \$5,684.00. Respondent shall reimburse Petitioner the amount of \$2,842.00 as his portion of the cost for the 2001-2002 academic year. Currently, Alexandra Danielle Harris attends Creative Mansion Children's Academy for the 2001-2002 school year at a cost of \$6,391.00. Respondent shall reimburse Petitioner the amount of \$3,195.50 as his portion of the cost for the 2001-2002 academic year.

9. Respondent shall tender to Petitioner as proof of his income each year, a copy of his executed Federal Income Tax Return as filed with the Internal Revenue Service, by April 30th of each year,

beginning in 2002, and a copy of his W-2 Form by February 15th of each year beginning in 2002. Any modification for child support shall be by court order.

MEDICAL AND LIFE INSURANCE

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10. Both parties shall be responsible for maintaining major medical insurance on the minor and dependent children until each child is emancipated, and Respondent shall provide Petitioner with all necessary documents to utilize said insurance, if necessary.

11. The medical insurance of Petitioner shall be deemed as primary and the insurance of the Respondent shall be deemed secondary. The parties shall each pay fifty percent (50%) of any medical costs of the minor and dependent children not covered by insurance, both ordinary and extraordinary, including but not limited to activity related examinations, medical, dental, orthodontic, optical, ophthalmological and psychological expenses of each minor child. From August 2000 to May 2002, Petitioner has paid the medical insurance and all medical and dental expenses including but not limited to prescriptions and eye care in the amount of \$ 5,764.80. Respondent shall reimburse Petitioner the amount of \$2,882.40 as his portion of the cost incurred.

12. In the event, Respondent fails to maintain medical insurance for the minor and dependent children of the parties within thirty days of the Judgment, Petitioner shall petition this Court for leave to approve a Qualified Medical Child Support Order (QMCSO) designating Petitioner as the children's representative for the receipt of notices and benefits on behalf of the minor and dependent children and Respondent shall pay to Petitioner fifty percent (50%) of Petitioner's costs as and for Petitioner's maintenance of health insurance for the minor and dependent children of the parties.

13. Respondent shall designate the minor and dependent children of the parties, namely, George Nicholson Harris and Alexandra Danielle Harris, as irrevocable beneficiaries, with Petitioner as trustee for each child, on any life insurance policy on his life which is or was or to be obtained through the benefit of employment or independently, and shall maintain such designation until such time that George Nicholson Harris and Alexandra Danielle Harris, complete a regular four-year college, university, trade school, or other comparable educational program, or reaches the age of Twenty-three (23), whichever first occurs. Respondent shall maintain at minimum, life insurance policies, which total Two Hundred Thousand and 00/100 Dollars (\$200,000) for the benefit of George Nicholson Harris and Alexandra Danielle Harris to be shared equally between the children.

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14. From December 2000 to December 2001, Petitioner has paid the Life Insurance premiums for the Respondent to Jackson National Life Insurance in the amount of \$742.05. Respondent shall reimburse Petitioner the amount of \$371.00 as his portion of the cost incurred.

15. In connection with said life insurance, Respondent shall not encumber any policy by loans to reduce its value below the minimum amount of \$200,000 and shall otherwise do all acts necessary to keep said policy in full force and effect. Respondent shall provide the Petitioner with a copy of said life insurance policy and shall on a semi-annual basis and, upon reasonable request, furnish proof that said policy is being maintained by promptly sending duplicated paid premium receipts or other suitable evidence of the timely payments of the premium thereon, within thirty days (30) of the Judgement and semi-annually by June 30th and December 30th, respectively.

16. Petitioner is awarded any life insurance policies in her possession. Respondent is awarded any life insurance policies in his possession.

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## FEDERAL AND STATE INCOME TAX

17. Petitioner shall claim the minor and dependent children George Nicholson Harris and Alexandra Danielle Harris, as a dependency deduction on both Federal and State income tax.

18. Respondent is responsible for and shall pay any amounts, which he owes for Federal and State taxes past, present, and future.

19. Petitioner is responsible for and shall pay any amounts, which she owes for Federal and State taxes past, present, and future.

20. Respondent shall execute and acknowledge all documents necessary as required to represent Petitioner in any federal or state tax controversies involving a return filed jointly or separately by Respondent, including but not limited to protests, refund claims, agreements extending the statute of limitations, acceptances or deficiencies and over-assessments, petitions to any court or administrative tribunal or agency and other documents in connection with any proceedings, including those arising hereafter relating to any federal and state income tax returns filed jointly by Respondent and Petitioner with the Internal Revenue Services or the Illinois Department of Revenue or joint estimated income tax returns which the parties heretofore filed.

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## MARITAL PROPERTY (PERSONAL)

21. Each party shall retain as his or her sole and separate property, free and clear of any interest of the other, all of the household furniture, furnishings and fixtures in her possession.
22. Each party shall retain as his or her sole and separate property, free and clear of any interest of the other, all non-marital property in his or her possession.
23. Each party shall have as their sole and separate property, free and clear of any interest of the other all other personal property, including monies in their respective bank accounts, free and clear of any interest of the other, except as otherwise indicated in this Judgment.

## PENSION, PROFIT SHARING, STOCKS, RETIREMENT ACCOUNTS

24. Respondent has an interest in business holdings and commercial property. Petitioner has a legal interest in said holdings as marital property. As such, Petitioner is awarded an equitable portion of all marital property acquired through Respondent's business holdings as Respondent has failed to reveal assets during the course of this litigation, namely:
  - a) Petitioner is awarded fifty percent (50%) of the marital portion of Respondent's interest in the commercial building located at 434 W. Ontario, Chicago, Illinois.
  - b) Petitioner is awarded fifty percent (50%) of the marital portion of Respondent's interest in K&G Holdings.
  - c) Petitioner is awarded fifty percent (50%) of the marital portion of Respondent's interest in Kaleidoscope Group.
25. Petitioner is awarded fifty percent (50%) of any stocks held by Respondent as Respondent has failed to reveal assets during the course of this litigation, except as noted herein, and the Respondent shall list all stock certificates or other evidence of ownership, and tender to the Petitioner his fifty percent (50%) share. Respondent shall thereafter cause the issuance of the stock in the sole name of the Petitioner within thirty days of the Judgment.
26. The Petitioner is awarded fifty percent (50%) of any retirement, profit sharing or savings account in the name of Respondent not set forth herein as Respondent has failed to reveal assets during the course of this litigation, except as noted herein.



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27. The Respondent is solely responsible for any taxes relating to the disbursement of funds to the Petitioner.

## DEBTS AND OTHER OBLIGATIONS

28. Petitioner represents that she has incurred no debts or obligations which have not been paid for or which she will not pay in the ordinary course since the separation of the parties, except as noted herein. Petitioner shall defend and hold Respondent harmless in connection with any such obligations which have arisen since that date, except as noted herein.

## MAINTENANCE AND MEDICAL INSURANCE

29. ~~Petitioner is awarded monthly maintenance in the amount of one thousand dollars (\$1,000.00) for five years. This award is renewable in five years to determine necessity.~~

*Issue of maintenance for Petitioner is reserved.*  
30. Respondent is barred from receiving maintenance from Petitioner.

31. Each party is responsible and shall pay for their own medical insurance and any medical expenses incurred past, present and future.

## ATTORNEY FEES

32. Petitioner is awarded her attorneys' fees and costs from the Respondent.

33. Respondent is barred from an award of attorneys' fees and costs.

## MISCELLANEOUS

34. Respondent shall pay fifty percent (50%) of all past due debts made by Petitioner and Respondent prior to their August, 1999 separation.

35. Petitioner and Respondent shall be responsible for his and her own debts, present, and future and agree to hold the other harmless thereon.

36. Respondent shall promptly upon demand of the Petitioner, execute and deliver to such other party and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

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37. Both parties or his or her heirs, executors, personal representatives or assigns, are ordered to execute any and all instruments or documents as may be reasonably necessary or proper to effectuate all provisions of this Judgment and to release his or her respective interests in and to any property, real personal or mixed, belonging to the other, the intentions being that the disposition of property and provisions for payment provided for in this Judgment shall constitute a full and complete resolution of all the property rights, both marital and non-marital, of the parties, hereto.

38. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of the Judgment for Dissolution of Marriage, including the terms of the Joint Parenting Order.

39. Any construction, interpretation, and enforcement of this Judgment shall be in accordance with Illinois Law.

40. Upon a petition to enforce any of the terms of this Judgment, the party who failed to comply with the Judgment is responsible for the attorney's fees and costs of the other party.

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Enter:

*Bohig 1715*  
\_\_\_\_\_  
Judge

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Chicago, Illinois 60620  
(773) 483-4972  
Attorney No. 32882

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