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Eugene "Gene" Moore Fee: \$134.50 Cook County Recorder of Deeds Date: 06/30/2003 12:14 PM Pg: 1 of 24

STATE OF ILLINOIS)) SS	#23126
COUNTY OF COOK)	·
IN THE CIRCUIT COURT COUNTY DEPARTMENT, I	TOFONTO PROPERTY OF CONCESTION 2 3 2003
IN RE THE MARRIAGE OF:) JUDGE BARBARA ANN RILEY - 1719 DEPUTY CLERK
ANUSCHKA HUNT, wk/a ANUSCHKA VAN HEEMS) No. 95 D 15877
Petitioner,)
v. J) The Honorable Barbara Riley,) Circuit Judge, Presiding
RICHARD HUNT, or d)
Respondent.	

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard on trial as a contested matter upon the duly verified Petition for Dissolution of Marriage filed by the Petitioner, ANUSCHKA HUNT, a/ka/ANUSCHKA VAN HEEMS, a/k/a ANUSCHKA MENIST and the Response of the Respondent, RICHARD HUNT, said trial having commenced over two days with the Petitioner being represented by STEPHEN M. KOMIE and ELISABETH A. RITTER, of the law firm of KOMIE AND ASSOCIATES, the Respondent being represented by ARNOLD LANDIS, of the law firm of the LAW OFFICES OF ARNOLD H. LANDIS. The parties each appearing in open court in their own proper persons and by their attorneys; the Court having heard the testimony in open court of the Petitioner and Respondent in support of the allegations contained in the Petition for Dissolution of

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0318118029 Page: 2 of 24

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Marriage; and the Court having considered all the evidence and now being fully advised in the premises:

THE COURT HEREBY FINDS AS FOLLOWS:

- A. That the Court has jurisdiction over the parties hereto and the of the subject matter
- B. That the parties were married on July 18, 1992 in Chicago, Cook County, Illinois where said marriage was registered.
- C. That the Petitioner was a resident of the State of Illinois for a period in excess of ninety (90) days next preceding the filing of this action and the Respondent remains a resident of the State of Illinois, and have been such residents. The jurisdictional requirements of the Illinois Marriage and Dissolution of Marriage Act have been satisfied and this Court has jurisdiction of the parties hereto and the subject matter hereof.
- D. That no children were born to or adopted by the parties as a result of this marriage, and the Petitioner is not now pregnant.
- E. That during the course of their marriage, the parties experienced irreconcilable differences. Past attempts at reconciliation have failed and future attempts at reconciliation would not be practicable or in the family's best interests. Said irreconcilable differences have caused an

2

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0318118029 Page: 3 of 24

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irretrievable breakdown of the marriage. The parties have lived separate and apart for a continuous period in excess of two years.

- F. That on October 12, 2000, the Petitioner obtained a Summary Judgement on Count VI of her Petition for Dissolution of Marriage or in the Alternative For Declaration of Invalidity of Marriage and for Other Relief with entry of a judgment in favor of the Petitioner and against the Respondent in the amount of \$132,000.00. There is now due and owing to Petitioner from Respondent the total amount of \$166,846.16 including interest.
- G. That the rature of all Moncy Judgments between the parties and contained in this Judgment of Dissolution of Marra, 3e and any judgment merged herewith are in the nature of support and therefore are not dischargeable by out or party in bankruptcy.
- H. That the Petitioner has proved the material allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein on the grounds of irreconcileble differences.
- I. That the parties have entered into a Marital Settlement Agreement concerning the questions of 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 have been presented to this Court for its consideration.

3

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0318118029 Page: 4 of 24

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Said agreements were entered into freely and voluntarily between the parties hereto; they are not unconscionable and ought to receive the approval of this Court; and they are in words and figures as follows:

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4

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0318118029 Page: 5 of 24

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of June, 2003, by and between ANUSCHKA HUNT, referred to as "ANUSCHKA" or "WIFE," and RICHARD HUNT, referred to as "RICHARD" or "HUSBAND," the Petitioner being a resident of the Netherlands and the Respondent being a resident of the State of Illinois.

WHEREAS, the parties were married on July 18, 1992 and said marriage was registered in Chicago, Cook County, Illinois.

WHEREAS, no children were born to or adopted by the parties during the course of their marriage, and the Petitioner is not now pregnant.

WHEREAS, unfortunate and irreconcilable differences and difficulties have arisen between the parties during the course of their marriage, as a result of which differences the parties have ceased living together as husband and wife since 1995.

WHEREAS, ANUSCHKA has filed a Petition for Dissolution of Marriage against RICHARD in the Circuit Court of Cook County, Illinois known as Case W. 75 D 15877 entitled "In ReThe Marriage of ANUSCHKA HUNT, Petitioner, and RICHARD HUNT, Respondent"; and said eause is still pending, as no Judgment of Dissolution of Marriage or other final order, except as to Count VI, has been entered in that case.

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5

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0318118029 Page: 6 of 24

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WHEREAS, both parties consider it to be in their respective best interests to settle between themselves the issues of the respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have regainst the other, whether now or later owned or possessed by either of them; and the right of either party to receive maintenance from the other.

WHEREAS. ANUSCHKA has employed and has had the benefit of STEPHEN M. KOMIE and his associates including FLISABETH A. RITTER, of the law firm of STEPHEN M. KOMIE & ASSOCIATES, as her attorney. RICHARD has employed and had the benefit of counsel of ARNOLD LANDIS and his associates of the law firm of LAW OFFICES OF ARNOLD LANDIS as his attorney in this matter.

WHEREAS, each party represents to the other that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and brough the furnishing of financial data to the other. Both parties expressly state that they have freely and volvotarily entered into this Agreement free of any duress or coercion in this Agreement, and the consequences thereof. Both parties agree and represent that they have had the opportunity to consult with their respective attorney, they fully understand the agreements contained herein, they understand the risks and

6

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0318118029 Page: 7 of 24

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benefits of continuing with a trial in this matter, they are satisfied with the explanations offered them by their attorneys herein and they both wish to waive any benefits which they might receive at trial and accept any conceived detriments contained in this Agreement as their independent choice and decision.

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

ARTICLE I

RESERVATION OF RIGHTS

1.1 This Agreement is not one to obtain or to stimulate a Dissolution of Marriage.

ANUSCHKA reserves the right to prosecute her pending action for Dissolution of Marriage and to defend any action which RICHARD may commence. RICHARD reserves the right to prosecute any action for Dissolution of Marriage which he may deem necessary or proper and to defend any action which ANUSCHKA has brought or may bring.

7

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0318118029 Page: 8 of 24

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<u>ARTICLE II</u>

REAL ESTATE

RICHARD shall hereby be awarded the following real estate interests as his non-2. 1

marital property subject to a lien upon entry of Money Judgment:

August 1st, 2003

1017 W. Lill Avenue. Chicago. Illinois:

1017 W. Lill Avenue, Chicago, Illinois;

5616 Barnard Mill Road, Ringwood, Illinois 60072, McHenry County,

Illinois

- RICHARD shall be solely responsible for any debt associated with these properties specifically including any and all utility payments, real estate taxes, mortgages, income tax liens or any other debt or encumbrain
- ANUSCHKA shall hereby be awarded the following real estate interest as her sole and exclusive property to the exclusion of the Husband:
 - Bakenesserkerk, Vrouwestraat 12, 2011 N Haarlem, The Netherlands;
 - Any rights which ANUSCHKA may have to the residence on Bree St. b.
- ANUSCHKA shall be solely responsible for any debt associated with these properties specifically including any and all utility payments, real estate taxes, mortgages, income tax liens or any other debt or encumbrance.

8

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0318118029 Page: 9 of 24

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ARTICLE III

PROPERTY SETTLEMENT

- 3.1 ANUSCHKA shall retain as her sole and separate property, free and clear of any and all rights, claims or interest of RICHARD, the following financial accounts and other assets:
 - a. Post Bank Checking Account;
 - b. ING Bank Checking Account;
 - c. Her nonmarital artwork collection and other personal possessions;
 - d. Her Volkswagon Polo automobile;
 - e. All artwork which may belong to RICHARD and remains in ANUSCHKA's possession. This asset is part of further property settlement provisions outlined below.
 - 3.2 RICHARD shall retain as his sole and separate property free and clear of any rights, claims or interest of ANUSCHKA, the following financial accounts and other assets:
 - a. The artwork and work in progress located at the Lill Street Studio;
 - b. Sculptural Services including all inventory, artwork, equipment, materials,
 works in progress, good will, accounts receivable, and contracts;
 - c. His personal possessions and premarital artwork collection;

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Where Coperty and Concretone Alliance Foundation, which is the corporation

3.3 In that on or about October 12, 2000, Summary Judgment was granted on Count VI of ANUSCHKA's Complaint and judgment was entered against RICHARD in favor of ANUSCHKA in the amount of \$132,000.00 and that as of this date, the value of the judgment entered against RICHARD is essentially \$166,846.16 including interest. The parties agree that said judgment shall be superseded and released by this Judgment of Dissolution of Marriage, and press more judgment which shall be entered under the following terms and conditions:

ANUSCHKA. The parties acknowledge that the works of art described are being held as collateral for funds extended by a creditor to ANUSCHKA. ANUSCHKA and RICHARD agree that the value of these works of art is approximately \$50,000.00. The specific works of art are the following:

vol Rtt

- i. Steel Bloom (1956)
- ii. Totem (1992)
- iii. Wing Column (1993)
- iv. Steel Figure (1956)

10

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0318118029 Page: 11 of 24

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v. Various Prints and Drawings

Q De new money judgment, White
In satisfaction of the Money Judgment, RICHARD shall pay to ANUSCHKA

the following amounts:

\$10,450.00 on or before June 28, 2003

\$15,000.00 on or before July 31, 2003;

\$75,000.00 at the rate of \$5,000.00 per quarter, payable on the l iii. day of each quarter with the first payment being due on September 30, 2003,

un il all payments are paid in full.

- A Money Judgment shall be entered against RICHARD and in favor of C. ANUSCHKA in the amount of \$100,450.00 as of the date of the entry of the Judgment of Dissolution of Marriage. This Money Judgment shall not be recorded until on or after August 1, 2003 and small be reduced by the amounts paid by RICHARD to ANUSCHKA by that date.
- So long as the payments set out above are all made on time, the execution on d. the Money Judgment against RICHARD shall be stayed and, at the completion of the above structured payments, ANUSCHKA agrees to compromise and forgive the

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0318118029 Page: 12 of 24

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_halance of any outstanding amounts due, including interest, and the Money Judgment against RICHARD shall be deemed satisfied.

e. However, in the event that RICHARD misses or is more than five (5) days' overdue on any one payment, then the entire balance of the Money Judgment, including all interest, shall be accelerated and be due in gross immediately. The Money Judgment shall be immediately executable without any further notice or order

required. Interest shall be calculated at the solutions rate of 990 per armum on of the date of 190 per armum on of the date of the for this obligation shall not be terminated by Respondent's death but shall survive as a Class 2 claim upon his estate or any trusts he creates.

g. Both parties agree that the Money Judgment described above constitutes monies which have been necessary for the support of ANUSCHKA and agree that no part of this Money Judgment shall be dischargeable in bankruptcy. Further, both parties agree that, until paid in full, the Money Judgment balance shall be a lien against the property and real estate held by RICHARD and his heirs, assigns, and estate.

h. Each payment in satisfaction of this Money Judgment shall be paid when due

OF To anuschka Herrit, psk Von Hearns BAR QF

at the offices of Mr. J.F. Hofman, Notaris, Attn: E. J. Schwarze, Zeemansstraat 21,

12

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0318118029 Page: 13 of 24

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1506 CS Zaandam, PostAdres: Postbus 1135, 1500 AC Zaandam, The Netherlands

and shall be deemed paid on the date received in said offices. Any other payments ad This payment may be made by wine between the parties shall be deemed a gift from one to the other. Heavis

In exchange for the waiver of the \$16,846.16 due on the balance of

ANUSCHKA's original judgment, RICHARD shall purchase a life insurance policy-

insuring his life with a benefit value equal to the outstanding Money Judgment as of.

Aug is 1. 2003 naming ANUSCHKA as the sole and irrevocable beneficiary until said payments are made in full. RICHARD shall provide a copy of this policy. directly to ANUSCHK A as well as proof of his payment of all premiums thereto no-

later than September 1, 2005 and within 30 days of any other premium payment

The parties agree to execute whatever documents are necessary to effectuate the intent 3.4 of the parties to transfer funds from one party to the other herein. It is the purpose and intent of the parties that any transfers herein shall constitute tax free transfers between spouses.

13

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0318118029 Page: 14 of 24

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ARTICLE IV

DEBTS AND LIABILITIES

- Except as provided below, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred. Each shall fully indemnify and hold the other party harmless with respect to any and all debts specifically set out below as well as any other debts which the party may have incurred, and each party shall be responsible for any lien, debt or liability associated with the ownership, operation or possession of any asset which they may own or utilize.
- 4.2 In this regard. ANUSCHKA shall pay and be solely responsible for the following debts:
 - a. Any amounts owed to Attorney Jon Mul;
 - b. Any mortgage owed on the Bakenesserkerk or other real estate in Haarlem,

 The Netherlands.
 - c. Any other debts which she may have incurred subsequent to her move to the Netherlands.
- 4.3 Similarly, RICHARD shall pay and be solely responsible for the following indebtedness:

14

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0318118029 Page: 15 of 24

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- a. Any tax liability due to the Internal Revenue Service, Illinois Department of Revenue or any other taxing authority for income which he earned either prior to or during the parties' marriage.
- b. Any debt owed to any Gallery or similar organization for any commission due for the sale of any of RICHARD's artwork;
- Any debt related to RICHARD's production and sale of artwork;
- d. Any debt related to RICHARD's health care treatment or well-being;
- e. Any other debt incurred by RICHARD subsequent to the parties' separation.

ARTICLE V

MAINTENANCE

5.1 Each party hereby waives, remises and releases any and all claims against the other for maintenance, alimony and spousal support, whether post, present or future, and each party hereby stipulates that this Agreement, when effective, shall terminate and bar his rights to receive maintenance, alimony or spousal support from the other, whether past, present or future.

15

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0318118029 Page: 16 of 24

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<u>ARTICLE VI</u>

ATTORNEY FEES

6.1. Each of the parties is fully cognizant of his and her rights under Section 5/503(j) of the Illinois Marriage and Dissolution of Marriage, 750 ILCS 5/503(j), to seek contribution of their attorney: 'fees and costs from the other party. Knowing same, each party hereby waives and relinquishes his and her right to seek contribution from the other party for attorneys' fees and costs incurred by either of them in connection with this dissolution of marriage action.

<u>ARTICLE VII</u>

GFNERAL PROVISIONS

7.1 Execution of Documents: Fach of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer,

16

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0318118029 Page: 17 of 24

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assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, waiver of interest in retirement plan, profit sharing plan or any deferred compensation plan, or beneficial interest in land trusts.

7.2 Mutual Releases: To the follest extent permitted by law, and except as otherwise provided herein, each of the parties does hereov forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, wide were widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any 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 of the other,

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0318118029 Page: 18 of 24

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whether real, personal or marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any 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 representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonally requested to effect or evidence such release, waiver or relinquishment of such rights; provided, how wer, 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 or to the rights of either party to any social security benefits available to each party as a result of the marriage. Hrusch ca

relevoes any claims she made against Waiver of Estate Claim: Except as to the provisions of this Agreement and resulting

Money Judgment and Judgment of Dissolution of Marriage, each of the parties hereby waives and

18

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0318118029 Page: 19 of 24

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relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit 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, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she class intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament 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.

7.4 <u>Incorporate</u>: This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceeding, before the Court. The parties shall request the Court to approve this Agreement and have its terms set to the and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage and/or Money Judgment, to retain the right to coforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract.

7. 5 Construction of Agreement:

19

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0318118029 Page: 20 of 24

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- a. The recitals set forth at the commencement of this Agreement are made a part of this Agreement.
- b. 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.
- c. Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- d. The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral Agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
 - e. The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mu'ual written consent of the parties.
 - f. 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.
 - 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 of

20

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0318118029 Page: 21 of 24

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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.

h. This Agreement shall become effective in the event and upon the date a Judgment of Dissolution of Marriage is granted to the parties at any time hereafter.

WHEREFORE, the parties affix their seals.

RICHARD HUNT

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ANUSCHKA HUNT

21

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0318118029 Page: 22 of 24

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ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, ANUSCHKA HUNT, and the Respondent, RICHARD HUNT, are hereby dissolved.
- The Marital Settlement Agreement entered into between the Petitioner and the Respondent, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage and 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; each of the parties hereto shall perform under the terms of said Agreements.
- 3. A Money Judgment shall enter in favor of the Petitioner ANUSCHKA HUNT a/k/a ANUSCHKA MENIST a/k/a ANUSCHKA VAN HEEMS against the Respondent RICHARD HUNT as set forth in the Marital Settlement Agreement.
- Execution shall issue in accordance with the terms of the Marital Settlement
 Agreement.

22

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0318118029 Page: 23 of 24

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5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage and Money Judgment, including all the terms of the written Marital Settlement Agreement made between the parties hereto as hereinabove set forth.

6. Pursuant to Section 5/502(f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions of this Judgment are not subject to modification except where the terms of the Marital Settlement Agreement provide otherwise.

7. Petitioner, ANUSCHKA HUNT, is granted the right to resume the use of her maiden name, VAN HEEMS, or prior married name of MENIST, if she so chooses.

ENTER:

HIDGE

23

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0318118029 Page: 24 of 24



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