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DISSOLUTION OF MARRIAGE

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

IN RE THE MARRIAGE OF:)
)
 GREGORY LEWIS,)
)
 Petitioner,)
)
 vs.)
)
 TAHNYA LEWIS,)
)
 Respondent.)

No. 01 D 17741

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING TO BE HEARD on the Petition for Dissolution of Marriage, of Petitioner, GREGORY LEWIS, appearing personally and by his attorney, ALICE WILSON ESQ., and the Respondent, TAHNYA LEWIS, appearing personally and by her attorney REDINA FRIEDMAN, ESQ., REDINA FRIEDMAN & ASSOCIATES, and the Court having heard the testimony of the Parties taken in open Court, a certificate of which evidence is filed herein, and now being fully advised of the premises, FINDS:

- A. It has jurisdiction over the parties hereto and the subject matter hereof.
- B. The Petitioner at the time of filing of the Petition was domiciled and a resident of Cook County, State of Illinois and his domicile and residence has been maintained for 90 days prior to the finding herein.
- C. That the parties were lawfully joined in marriage on the 11th day of April, 1974, and said marriage was registered in Cook County, Illinois.

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- D. That three children were born to the parties, to wit: GREGORY JR., age 29; NATALYA, age 26; and VINCENT, born February 6, 1989, age 14; and that Respondent is not presently pregnant.
- E. That irreconcilable differences have arisen between the two parties which render impossible a continuation of marriage.
- F. That the parties have entered in to a written Marital Settlement Agreement which the Court does not find to be unconscionable.

IT IS THEREFORE ORDERED AND ADJUDGED THAT:

1. That the Petitioner, GREGORY LEWIS, and the Respondent, TAHNYA LEWIS, are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony now and heretofore existing between the Petitioner and the Respondent be and the same are hereby dissolved accordingly, and except as otherwise provided herein, the parties, and each of them, is freed from the obligations thereof.
2. That the Marital Settlement Agreement executed by the parties shall be incorporated into the Judgment herein as though fully set forth.
3. That each party is awarded his or her own property presently in his or her possession, except for those items otherwise documented in the Marital Settlement Agreement.
4. That each of the parties hereto will, after demand by the other party, promptly execute and deliver to that other party, any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment;

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if any party declines, or refuses or is otherwise unable to execute and deliver any document so required, then a Judge of the Circuit Court of Cook County, Illinois, is directed and empowered to execute and deliver such document in the place and stead of such party, on Motion of the other party.

5. Jurisdiction is hereby retained in this Court for the purpose of enforcing each and every term and provision of this Judgment.

6. Except as herein otherwise provided, all the rights, claims and demands, of every kind, nature and description, which each party has or may hereafter have, or claim to have against the other, including all liabilities now or at any time hereinafter existing or accruing on account of maintenance, support, dower or rights in lieu thereof, incident to the marriage relationship heretofore existing between the parties, shall be and the same are hereby forever discharged, extinguished, released and terminated; and that all matters and charges whatsoever, and all manner of actions or causes of action, suites, debts, accounts, bonds, covenants, contracts, agreements, judgments, claim and demands whatsoever, in law or in equity, which each party ever had, now has or which he or she, his or her heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have against the other (as the case may be) for or by any reason of any cause, matter of thing whatsoever, shall be and the same are hereby forever released, discharged, barred, terminated and extinguished; provided, however, that nothing herein contained shall release limit or

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MARITAL SETTLEMENT/JOINT PARENTING AGREEMENT

THIS AGREEMENT made and entered into this 17 day of Nov, 2003, by and between GREGORY LEWIS, hereinafter referred to as "GREGORY" or "the Husband", a resident of Chicago, Cook County, Illinois, and TAHNYA LEWIS, hereinafter referred to as "TAHNYA" or "the Wife", a resident of Chicago, Cook County, Illinois.

WITNESSETH:

WHEREAS, the parties were married on the 11th day of April, 1974, in Cook County, Illinois, and are now husband and wife; and

WHEREAS, three children were born to the parties, to wit: GREGORY JR., age 29; NATALYA, age 26; and VINCENT, born February 6, 1989, age 14.

WHEREAS, irreconcilable differences have arisen between the two, which render impossible a continuation of the marriage; and

WHEREAS, GREGORY has filed a Petition for Dissolution of Marriage against TAHNYA in the Circuit Court of Cook County, Illinois, under Case No. 01 D 17741 entitled "In re the Marriage of GREGORY LEWIS, Petitioner, and TAHNYA LEWIS, Respondent, and said cause is presently pending and undetermined in said Court; and

WHEREAS, GREGORY has employed and had the benefit of counsel from ALICE WILSON, Esq., and TAHNYA has employed and had the benefit of counsel from REDINA FRIEDMAN, Esq., REDINA FRIEDMAN & ASSOCIATES, and each party is fully informed of his or her rights and obligations; and

WHEREAS, the parties consider it to be in their best interests to resolve this matter and have come to an amicable agreement with respect to all questions of support and maintenance for both parties, custody, support, visitation, medical and related needs, and

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education of the minor child; and division, distribution and assignment of their marital and non-marital property, and all other rights arising out of the marital relationship; and

WHEREAS, each party represents that each has made a full disclosure to the other party of all properties in which he or she has any interest, the extent of that interest and the income derived therefrom, it is understood by each party that this Agreement will fully settle and adjust all rights of every kind, nature and description, which either of them now has or may hereafter have or claim against, in, or to the property or estate of the other of every kind, nature and description, whether real, personal, or mixed, now owned or which may hereafter be acquired, by either of them or any claim in or to the estate of the other.

NOW, THEREFORE, in consideration of the mutual and several covenants, promises and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily covenant, contract and agree by and between themselves as follows:

ARTICLE I

RIGHT OF ACTION

This instrument shall in no manner be construed or considered as an agreement between the parties hereto to obtain or stimulate a dissolution of marriage from one another, but each of the parties reserves the right to prosecute and defend any action brought by the other.

ARTICLE II

MARITAL PROPERTY

The parties acknowledge that the following property was acquired, in whole or in part, during the marriage, or appreciated during the marriage, and shall be considered marital property.

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- A. Real estate (marital home), commonly known as 9425 S. Vanderpole, Chicago, Cook County, Illinois. The parties are in agreement that the current equity in this property is approximately \$140,000;
- B. Various items of household furniture and furnishings;
- C. GREGORY'S Pension through his employment as a Battalion Chief for the Chicago Fire Department (not actuarially valued);
- D. GREGORY'S Deferred Compensation account through his employment as a Battalion Chief for the Chicago Fire Department, having a balance on the date of the Prove-up, to wit: November 17, 2003, in the amount of \$131,000.00;
- E. GREGORY'S Credit Union account through his employment, as a Battalion Chief for the Chicago Fire Department, having an approximate balance of \$131,000 on the date of Prove-up, to wit: November 17, 2003;
- F. TAHNYA'S Pension through her employment as a Police Officer with the City of Chicago (not actuarially valued);
- G. TAHNYA'S Deferred Compensation account through her employment as a Police Officer with the City of Chicago, having an approximate balance of \$8,000, on the date of the Prove-up, to wit: November 17, 2003;
- H. The parties acknowledge that during the pendency of this action, TAHNYA received retroactive pay, which she represents to be a net of \$6,400.00. That GREGORY received retroactive pay, which he represents to be a net \$34,000.00. Neither party gave a portion of their retroactive pay to the other party;
- I. Various checking and savings accounts, in the parties' respective names, which the parties have represented have minimal balances;
- J. The following automobiles:

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K. A 1974 boat, presently at the marital residence.
Bayliner

The parties agree that to effectuate a division of property, that is approximately 50/50, each party shall receive the following assets:

Assets awarded to GREGORY:

1. GREGORY shall receive a 50% interest in the marital portion of his Pension through his employment as a Battalion Chief Firefighter for the City of Chicago. A Qualified Domestic Relations Order shall be entered to secure his interest. Marital portion defined as benefits accrued from the date of marriage through date of Judgment herein.
2. GREGORY shall receive a 50% interest in the marital portion of TAHNYA'S Pension through her employment as a police Officer for the City of Chicago. A Qualified Domestic Relations Order shall be entered to secure his interest. Marital portion defined as benefits accrued from the date of marriage through date of Judgment herein.
3. 100% of the balance in his Deferred Compensation account through GREGORY'S employment as a Battalion Chief Firefighter for the City of Chicago.
4. The remaining balance, if any, from his retroactive paycheck.
5. All personal property in his possession. In addition, he shall be awarded the antique tea cart, a safe, and the boat, located at the marital residence. The parties shall arrange for GREGORY to pick up these items at a mutually convenient time.
6. GREGORY shall be awarded the 1998 Dodge automobile.
Van
7. All checking and savings accounts in GREGORY'S name only.

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Assets awarded to TAHNYA:

1. TAHNYA shall receive a 50% interest in the marital portion of her Pension through her employment as a Police Officer for the City of Chicago. A Qualified Domestic Relations Order shall be entered to secure her interest. Marital portion defined as benefits accrued from the date of marriage through date of Judgment herein.
2. TAHNYA shall receive a 50% interest in the marital portion of GREGORY'S Pension through his employment as a Battalion Chief Firefighter for the City of Chicago. A Qualified Domestic Relations Order shall be entered to secure her interest. TAHNYA shall receive a 50% interest in the marital portion of her Pension through her employment as a Police Officer for the City of Chicago. A Qualified Domestic Relations Order shall be entered to secure her interest. Marital portion defined as benefits accrued from the date of marriage through date of Judgment herein.
3. TAHNYA shall receive the real estate commonly know as 9425 S. Vanderpole, Chicago, Cook County, Illinois. Upon entry of the Judgment herein, GREGORY shall execute a Quit Claim Deed and Grantor/Grantee Certificate.
4. The CHRYSLER automobile.
5. All items of household furniture and furnishings located at the marital residence, other than the three items listed above.
6. All checking and savings accounts in TAHNYA'S name only.

ARTICLE III

MARITAL DEBTS

1. Upon entry of Judgment, TAHNYA shall be solely responsible for the remaining mortgage balance, if any, and all costs associated with the marital residence located at 9425 S. Vanderpole, Chicago, Cook County, Illinois.

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2. The parties acknowledge a debt to U.S. Dept. of in the amount of \$6,000.00 in connection with a college loan regarding their daughter. GREGORY agrees to be solely responsible for the payment of this debt, and shall indemnify and hold TAHNYA harmless.
3. Each party shall be responsible for his/her individual debts incurred subsequent to the date of separation, to wit: 04-2000.

ARTICLE IV

CUSTODY AND VISITATION

GREGORY and TAHNYA acknowledge and agree that it is in the best interest of the minor child that they be granted the joint legal custody of the minor child and each party shall share and participate in the joint parenting of their child. The parties further agree that it is in the best interest of the minor child that their primary physical custody be awarded to TAHNYA, subject to GREGORY'S parenting time as set forth below. The parties agree to the following:

GREGORY shall have regular parenting time on alternating weekends from Friday at 5:00 p.m. through Monday, at which time Vincent shall return to school or summer activity. In addition, Gregory shall have parenting time one evening per week from 5:00 p.m. through 8:00 p.m., or overnight if his work schedule permits. In light of Gregory's work schedule, the parties shall make every effort to confer in the beginning of each month and, agree upon Gregory's parenting dates for each 30-day period. However, the parties will be flexible in revising the dates if Gregory is unable to adhere to the agreed upon dates due to his work schedule. In addition, Gregory shall have parenting time at all other times mutually agreed upon between the parties. Gregory shall not utilize regular school days for parenting time (i.e.: allowing Vincent to miss a day of school following a vacation with Gregory) without Tahnya's prior consent.

In addition, he shall have the following:

1. GREGORY shall have parenting time every year on GREGORY'S birthday and Father's Day (The child will be with TAHNYA on her birthday and Mother's Day)
2. Thanksgiving even numbered years (4 days).

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3. One-half of the child's winter vacation, the first half at odd numbered years; the second half at even numbered years.
4. The child's spring break even numbered years.
5. Two consecutive weeks each and every summer, dates to be agreed upon by April 1st of each year.
6. Memorial Day odd numbered years.
7. Fourth of July even numbered years.
8. Labor Day odd numbered years.

As part of a Joint Parenting Agreement, the parties agree to the following:

1. To confer to exchange information and determine jointly the minor child's well-being, education, standards of conduct, supervision, and travel;
2. To have access of records and information pertaining to the minor child including but not limited to medical, dental and school records;
3. To be entitled to participate with and attend special activities in which the child is engaged, such as school programs, sports events, and other extra curricular activities and programs and important social events in which the child is in or in which he may be engaged or involved;
4. To be entitled to authorize emergency medical treatment for the minor child;
5. Telephone Communication. When the child is in residency with a parent, the other parent shall be allowed to communicate with the child by telephone and the child shall be allowed to call and receive phone calls at all reasonable times.
6. Basic Information. Each party shall keep each other informed as to the exact place where each of them resides, the phone numbers of said residence, his or her place of employment, the phone numbers of said place of employment.
7. General Rules of Parental Conduct:

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- a. Both parents shall attempt to resolve scheduling conflicts taking into account the preferences and desires of the child, and attempt to meet the other parent's reasonable requests to reschedule a custodial period because of work or other events not within that parent's control keeping in mind that cooperation is a two-way street and there are times when rescheduling is required.
- b. The child shall not be used to deliver support payments nor shall the child be used as a messenger between the parties, however, this shall not mean the child shall be prohibited from giving a parent school announcements, report cards, etc.
- c. Neither parent shall attempt to poison the child's mind or make disparaging remarks about the other parent, step parent, or other family member to the child and shall only speak of the other parent (and their family) in laudatory terms.
- d. Neither parent shall undermine the other parents' decisions or authority or denigrate the love and affection that the other parent has for the child.
- e. Neither parent shall question or interrogate the child about the other parent, stepparent or family member. Should a parent have a question about the other parent that affects the child, that parent shall ask that person directly.

ARTICLE V

DISPUTE RESOLUTION

The dispute resolution Mediator shall be Cook Cty. Med. Serv.. The cost of mediation shall be equally divided between the parties regardless of which party initiated the mediation process.

In the event that, after mediation, the parties are unable to agree upon the best interests of the minor child; or in the case of child support obligations, for which mediation is not required, either party, or both of them may then petition the Court for judicial relief, consistent with the terms of the Illinois Marriage and Dissolution Act, as then amended.

No mediation shall be requested for an action to enforce (not to modify or clarify) this Agreement.

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ARTICLE VI

CHILD SUPPORT

The parties acknowledge that VINCENT is currently a Freshman at St. Ignatius High School, at the cost of approximately \$12,000.00 per year, plus books, activity fees, a lunch program, and transportation. The parties are in agreement that VINCENT should remain at St. Ignatius for the remainder of his high school education.

GREGORY shall be solely responsible for the cost of tuition, activity fees, lab fees, and transportation.

TAHNYA shall be solely responsible for the cost of the lunch program.

The parties acknowledge that, at the present time, GREGORY'S statutory child support obligation would be approximately \$1,336.00 per month. TAHNYA agrees to accept \$1000.00 per month, being approximately \$336.00 per month below guidelines. TAHNYA accepts this amount in light of the fact that GREGORY agrees to be solely responsible for the cost of VINCENT'S parochial school education.

The parties acknowledge that either has the right to modify the child support obligation, based upon a substantial change in circumstances, eg.: VINCENT no longer attending parochial school, or a substantial change in the income of the parties. However, the parties acknowledge their intention that the child support amount remain the same through VINCENT'S graduation from St. Ignatius High School, unless there is a substantial change in circumstances as set forth herein.

Further, in exchange for GREGORY'S agreement to pay the total cost of tuition, transportation, and fees at St. Ignatius, TAHNYA agrees that GREGORY shall be allowed to take VINCENT for exemption for State and Federal income tax purposes, as long as GREGORY is current in his child support payments and VINCENT is enrolled at St. Ignatius High School. Upon VINCENT'S graduation and, if he attends college, the parties shall take

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VINCENT as an exemption for income tax purposes in alternating years, for so long as they are legally allowed to take him as an exemption within the definition of the IRS Code.

TAHNYA shall be allowed to claim the exemption the first year following VINCENT'S graduation from High School and alternating years thereafter.

ARTICLE VII

MAINTENANCE

GREGORY is barred from past, present and future maintenance from TAHNYA. TAHNYA is barred from past, present, and future maintenance from GREGORY.

ARTICLE VIII

POST-HIGH SCHOOL EDUCATIONAL EXPENSES

The parties shall contribute toward a 4-year college, university, or vocational education, consistent with the provisions set forth in Section 513 of the Illinois Marriage and Dissolution of Marriage Act, or applicable statute. All decisions regarding college and related educational expenses, including choice of college, university or vocational school, shall be made jointly by the parties, taking into consideration the aptitude and desires of the child. The child shall be required to apply for all school grants and scholarships that they may be entitled to. For purposes of this section, "college educational expenses" shall be defined as a college, university, or vocational school where the child is maintaining a passing average and enrolled as a full-time student. The child's "college education" must be completed within 4 years immediately following graduation from high school, unless interrupted by serious illness. Educational expenses shall include tuition, room and board, books, and required fees.

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ARTICLE IX

CHILD'S MEDICAL EXPENSES

Until the child attains the age of 23, or graduates from trade, vocational, or college, whichever event occurs first, GREGORY shall maintain health insurance for the child. GREGORY and TAHNYA shall be equally responsible for all ordinary and extraordinary medical expenses not covered by insurance.

ARTICLE X

LIFE INSURANCE

Until VINCENT attains the age of 23, or graduates from college, or completes a trade school, whichever occurs first, both parties shall maintain a policy of life insurance on his/her life, in an amount not less than \$250,000, naming VINCENT as the irrevocable beneficiary on his/her life insurance policies through their employment, in the amount of \$250,000. If either party has insurance in excess of that amount, the excess shall not be subject to this provision.

ARTICLE XI

ATTORNEYS' FEES

Each party shall be solely responsible for his/her attorney's fees and costs incurred in this action. TAHNYA does not seek contribution from GREGORY. GREGORY does not seek contribution from TAHNYA.

ARTICLE XII

EXECUTION OF DOCUMENTS

Each 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

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to carry out the purpose 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, 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 thirty (30) days from the effective date of this Agreement, 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, or beneficial interest in land trust.

ARTICLE XIII

MUTUAL RELEASES

To the fullest extent permitted by law, and except as herein otherwise provided, each party releases all rights and claims against the other party and his or her agents, attorneys, and servants, and each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representative and assigns, all rights of maintenance, alimony, inheritance, descent, and distribution, homestead, dower, community interest and all right, titles, claim interest and estate as Husband and Wife, widow or widower, whether existing by reason of the marital relationship 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, whether community or separate, whether in possession or in expectancy and whether vested or contingent. Each party further covenants

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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, devisee or assigns, agents or servants 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, devisee or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment 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 party of the other to comply with the express provisions of this Agreement.

ARTICLE XIV

WAIVER OF ESTATE CLAIM

Each of the parties hereby waives and relinquishes all right to act as administrator-with-the-will-annexed to 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 any form, the estate of such deceased party, if he or she dies intestate, shall descent 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 testamentary disposition or otherwise of his or her respective property

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in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

ARTICLE XV

CONSTRUCTION OF AGREEMENT

- a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement 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 a plural and as masculine, feminine, or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- c) 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.
- d) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of GREGORY and TAHNYA.
- e) This Agreement shall become effective in the event and upon the date of the Judgment for Dissolution of Marriage is granted to the parties and any time hereafter. In the event the Court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

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- f) 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.


GREGORY LEWIS


TAHNYA LEWIS

Property of Cook County Clerk's Office

No. 22543
REDINA FRIEDMAN & ASSOCIATES
Attorney for Petitioner
11 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
(312) 782-3566

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abridge the obligation of the parties fully to execute, perform and carry out the provisions of the agreement set forth herein.

7. That the Respondent shall be allowed to resume the use of her former name KUJBIDA.

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ENTERED

DEC 11 2003

ENTER:

JUDGE DELGADO - 1589 *al*

JUDGE

22543
REDINA FRIEDMAN
Attorney for Respondent
11 South LaSalle Street
Suite 2600
Chicago, Illinois 60603
(312) 782-3566

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF JUDGMENT

ENTERED/FILED/ ON 12-11-2003

12-22-2003
Debra [Signature]
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS