

# UNOFFICIAL COPY

3315 (Rev. 1/3/01) CCG 0015  
Memorandum of Judgment



Doc#: 0712318035 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/03/2007 10:30 AM Pg: 1 of 9

IN THE CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS

WILLARD B. FOUNTAIN, III.

v.

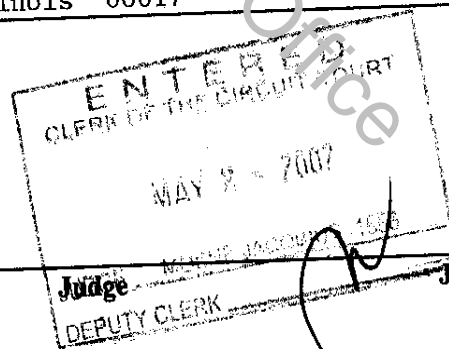
ELAINE FOUNTAIN

Recorder's Stamp

No. 06 D 005818

## MEMORANDUM OF JUDGMENT

On April 2 2007, judgment was entered in this court  
in favor of the ~~plaintiff~~ Respondent, Elaine Fountain  
and against ~~defendant~~ Plaintiff, Willard B. Fountain, III.  
whose address is 8755 S. Luella Avenue, Chicago, Illinois 60617  
in the amount of \$ 15,750.00 Payable 4/2/08.



Atty. No.: 23969  
Name: Barry L. Gordon & Associates, P.C.  
Atty. for: Elaine Fountain  
Address: 205 W. Randolph, Suite 950  
City/Zip: Chicago, Illinois 60606  
Telephone: 312/263-5445  
9865W

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

**UNOFFICIAL COPY**

ATTORNEY CODE NO. 23969

9865W

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

IN RE: THE MARRIAGE OF )  
 )  
 WILLARD FOUNTAIN, III. )  
 )  
 Respondent/Counter-Petitioner, )  
 )  
 - and - ) NO. 06 D 5818  
 )  
 ELAINE FOUNTAIN )  
 Petitioner/Counter-Respondent. )

**AMENDED JUDGMENT FOR DISSOLUTION OF MARRIAGE**

**THIS CAUSE COMING ON TO BE HEARD FOR TRIAL**, upon the duly verified Counter-Petition for Dissolution of Marriage previously filed herein by WILLARD FOUNTAIN, III, and WILLARD FOUNTAIN, III, appearing in open Court, as a pro se Petitioner, ELAINE FOUNTAIN appearing in Court and being represented by Counsel, the Court having heard and considered the evidence and testimony adduced and the arguments of the pro se Petitioner and Counsel, and being otherwise fully advised in the premises, finds as follows:

1. That this Court has jurisdiction of the parties and the subject matter of this cause.
2. That the Counter-Petitioner and the Counter-Respondent presently reside in the State of Illinois, and have so resided for a period in excess of ninety (90) days prior to the making of these findings.
3. That the parties hereto were lawfully joined in marriage on August 21, 1993, at Condessa Del Mar, and said marriage was registered in the County of Cook, State of Illinois.

**UNOFFICIAL COPY**

4. That the parties separated on or about November, 2004, and have not since lived together as husband and wife.

5. That one child was born to the parties herein as the issue of said marriage: WILLARD FOUNTAIN, IV, born June 15, 1995 in the State of Illinois. The minor child has resided in the State of Illinois his entire life, and Illinois is his home State. No other children were born to, or adopted by, the parties and ELAINE FOUNTAIN is not now pregnant.

6. That WILLARD FOUNTAIN, III has substantially proven the material allegations of his Counter-Petition for Dissolution of Marriage, and the grounds for dissolution of the parties marriage exists in that irreconcilable differences caused the irretrievable breakdown of the marriage, that their attempts at reconciliation failed, and any future attempts would not be practical or in the best interests of the family.

7. That ELAINE FOUNTAIN is a fit and proper person to have the care, custody, and control of the parties minor child.

8. That WILLARD FOUNTAIN, III is currently on Social Security Disability, and working a part-time job with AVID providing tutoring services to various Chicago Public Schools. WILLARD FOUNTAIN, III's net income per month for purposes of determining his child support obligation is \$1,750.00, this amount reflects a deviation from statutory guidelines due to a prior Child Support Order. *AND DISPARITY OF INCOME OF THE PARTIES.*

9. That ELAINE FOUNTAIN is currently employed as a Registered Nurse at the University of Chicago Hospital.

10. That during the marriage the parties acquired the following marital property, to-wit: the real estate located at 8755 S. Luella, Chicago, Illinois, the legal description of which is

# UNOFFICIAL COPY

attached hereto as Exhibit A, ("marital residence"). This property was used as the marital residence. WILLARD FOUNTAIN, III currently resides in the marital residence. The fair market value of the property is to be determined by appraisal. The current mortgage indebtedness and other encumbrances on the property total approximately \$176,000.00.

11. That during the marriage, the parties acquired the following additional marital property, to-wit: a portion of WILLARD FOUNTAIN III's vested interest in the "Electrical Contractors Association and Local Union 134 I.B.E.W. Pension Plan. No. 2" and "Electrical Contractors Association and Local Union 134 I.B.E.W. Pension Plan No. 5" which consists of the following components:

- (a) Retirement monthly benefit.
- (b) Long term disability monthly benefit.
- (c) Contributions to be distributed in case of separation from employment:  
\$63,295.59 as of June 30, 2006

12. That during the marriage the parties acquired the following additional marital property, to-wit: a 2002 Mercedes S500, titled in the name of WILLARD FOUNTAIN, III, a van titled in the name of WILLARD FOUNTAIN, III that is not currently in running condition, a trailer purchased in June, 2006 to transport of baseball equipment.

13. That during the marriage the parties acquired additional marital property, including, but not limited to, household furnishings, electronics, a pool table, a Compac computer, a ping pong table, personal effects and other personal property.

14. That during the marriage the parties incurred certain debts, including, but not limited to, a mortgage, credit cards, legal fees, personal loans and potential income tax liabilities.

**UNOFFICIAL COPY**

BASED ON THE FOREGOING FINDINGS, IT IS THEREFORE, ORDERED,

**ADJUDGED AND DECREED AS FOLLOWS:**

A. That the bonds of matrimony previously existing between WILLARD FOUNTAIN, III and ELAINE FOUNTAIN, are hereby dissolved as to both parties, pursuant to the Illinois Marriage and Dissolution of Marriage Act.

B. That the sole care, custody, control and education of the parties' minor child, WILLARD FOUNTAIN, IV, is awarded to ELAINE FOUNTAIN, subject to the visitation schedule entered herein.

C. That WILLARD FOUNTAIN, III shall be entitled to visitation with the parties' minor child according to the following temporary schedule:

**WEEKDAYS:** Each Wednesday from 1:45 p.m. until 8:00 p.m.

**WEEKENDS:** ~~Each Friday~~ <sup>ALTERNATE</sup> from 6:00 p.m. to Saturday at 6:00 p.m. <sup>AND ALTERNATE</sup>

**HOLIDAYS:** <sup>SATURDAYS FROM 6:00 P.M. TO SUNDAY AT 6:00 P.M. AND FATHER</sup> WILLARD FOUNTAIN, III shall have the opportunity to be with the <sup>AS REED TO TAKE CHILD TO CHURCH SERVICES ON SUNDAY.</sup>

minor child from 10:00 a.m. to 6:00 p.m. pursuant to the holiday schedule attached hereto as Exhibit B.

D. That the conditions precedent to WILLARD FOUNTAIN, III having visitations with the minor child are:

(1) WILLARD FOUNTAIN, III shall not drive with the minor child until an alcohol ankle monitoring system has been established. The Court reserves allocation of the cost of said system.

(2) WILLARD FOUNTAIN, III shall attend regular Alcoholics Anonymous meetings and confirmation of his attendance shall be forwarded to the Office of the Public Guardian every thirty (30) days. <sup>UNTIL THE PUBLIC GUARDIAN IS DISCHARGED FROM THE CASE.</sup>

# UNOFFICIAL COPY

(3) WILLARD FOUNTAIN, III shall apply within fifteen (15) days of this judgment and he shall participate in a Court approved anger management program and confirmation of his participation in said program shall be forwarded to the Office of the Public Guardian every thirty (30) days. *UNTIL THE PUBLIC GUARDIAN IS DISCHARGED FROM THE CASE.*

(4) WILLARD FOUNTAIN, III shall apply within fifteen (15) days of this judgment and he shall participate in Family Counseling with the minor child, and confirmation of his participation in said counseling shall be forwarded to the Office of the Public Guardian every thirty (30) days.

E. That WILLARD FOUNTAIN, III shall pay child support in the amount of \$350.00 per month for the support of the minor child, WILLARD FOUNTAIN, IV.

F. That ELAINE FOUNTAIN shall be the primary provider of medical insurance for the minor child and WILLARD FOUNTAIN, III shall be the secondary provider of medical insurance and the primary provider of dental and vision insurance for the minor child. With respect to any medical expenses not covered by insurance, WILLARD FOUNTAIN, III and ELAINE FOUNTAIN shall equally share the uncovered medical expenses.

G. That the issue of life insurance for the minor child is reserved.

H. That the parties respective contributions to the expenses of a college education for the minor child are reserved to be considered at the appropriate time pursuant to the applicable provisions of Section 513 of the Illinois Marriage and Dissolution of Marriage Act or as otherwise provided by law.

I. That on or before April 15th of each year, WILLARD FOUNTAIN, III and ELAINE FOUNTAIN shall exchange tax returns so long as there is a child support obligation

**UNOFFICIAL COPY**

due to the minor child. Each party shall be personally liable for any tax liability incurred in their own name. ELAINE FOUNTAIN shall claim the minor child as an exemption on her Federal and State income tax returns for the odd-numbered tax years beginning with 2007. WILLARD FOUNTAIN, III shall claim the minor child as an exemption on his Federal and State income tax returns for the even-numbered tax years beginning with 2008.

J. That WILLARD FOUNTAIN, III 's claim for maintenance, formerly called alimony, to be paid by ELAINE FOUNTAIN is denied. No maintenance shall be payable to ELAINE FOUNTAIN and both parties are barred from seeking future maintenance from the other party in this Court or any other Court.

K. That WILLARD FOUNTAIN, III is awarded his disability pension of \$504.00 per month.

L. That WILLARD FOUNTAIN, III is awarded the former marital residence at 8755 S. Luella, Chicago, Illinois. That ELAINE FOUNTAIN is awarded twenty-five (25%) percent of the <sup>Net</sup> Fair Market Value ~~(not equity)~~ of the former marital residence at 8755 S. Luella, Chicago, Illinois. The <sup>Net</sup> Fair Market Value of the former marital residence shall be determined by an appraisal of the property performed by an independent appraiser within thirty (30) days of the entry of Judgment. The cost of the appraisal shall be shared equally by the parties and both parties shall be provided with a copy of the appraisal. WILLARD FOUNTAIN, III shall pay to ELAINE FOUNTAIN the amount equal to her twenty-five (25%) percent interest in the residence by Certified Check within 90 days of the entry of Judgment.

M. That ELAINE FOUNTAIN is awarded twenty-five (25%) percent of the \$63,000.00 withdrawn by WILLARD FOUNTAIN, III, from his Local 134 I.B.E.W. Pension Plan No. 5. That a judgment in the amount of \$15,750.00 shall be entered and a Memorandum of

# UNOFFICIAL COPY

Judgment shall be filed with the Recorder of Deeds as security for the amount due to ELAINE FOUNTAIN. That execution on the judgment is stayed for one (1) year from the date of entry of the Judgment for Dissolution of Marriage. No interest shall accrue during the stay. The issue of payment shall be set for Status with the Court for a date one year from the date of the entry of the Judgment for Dissolution of Marriage and all parties must appear for the status date.

N. That WILLARD FOUNTAIN, III is awarded the 2002 Mercedes S500, the van, and the trailer and shall be solely responsible for any and all liens on said vehicles holding ELAINE FOUNTAIN harmless thereto.

O. That each party is awarded the personal property currently in his or her possession free and clear of any claim by the other.

P. That each party shall be solely responsible for debts incurred in his or her name since November 1, 2004.

Q. That each party shall be responsible for his or her own attorneys fees and shall not be entitled to any contribution from the other.

R. That ELAINE FOUNTAIN is granted the option to resume her former name of Cartwright.

S. That the Court retains jurisdiction of this matter for the purpose of enforcing the provisions of this Judgment.

~~That this Judgment is entered *in pro hac vice* to February 23, 2007.~~

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
APR 2 - 2007	
JUDGE	
JUDGE	MOBIE JACOBUS 1558
DEPUTY CLERK	

BARRY L. GORDON & ASSOCIATES P.C.  
205 W. Randolph St. # 950  
Chicago, Illinois 60606  
(312) 263-5445  
Atty. Code: 23969



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

I hereby certify that the document to which this certification is affixed is a true copy.

Date 4-3-07 Dorothy Brown

Dorothy Brown  
Clerk of the Circuit Court  
of Cook County, IL

