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the best interests of Lynn and Laura. The parties have lived separate and apart in excess of two years.

5. Lynn is currently employed as a commercial real estate agent in his own business, Smith Commercial Realty. Lynn is 59 years of age and in good health. Laura is 51 years of age and employed as a residential real estate agent through Renaissance Realty.

6. Laura has two children both of whom are emancipated. Laura is responsible for the children's uncovered medical, college, and living expenses.

7. Through Lynn's employment as a commercial real estate broker, he has revenues in excess of \$160,000 per year. Prior to the marriage, Laura earned \$94,693 in gross commissions in 1999. Laura's income dropped to approximately \$20,000 per year in gross commissions except in the year 2002 when her commissions were higher due to the sale of the marital residence located at 1470 Sheridan Road, Lake Forest. Laura's drop in income was attributable to her involvement in the repair of 41 E. North Avenue, Lake Forest and the remodel of 1470 Sheridan Road, Lake Forest. In addition, Laura changed real estate agencies to obtain a higher commission and a waiver of commissions on the parties' rental properties. As a result of the change in agencies, Laura lost a significant amount of her client base and referrals. Laura has actively marketed herself by sending direct mailings and volunteer work. At the time of trial, Laura was generating approximately \$25,000 per year in gross commissions, but is expected to regain sufficient income to support herself.

8. Laura testified in detail regarding her monthly expenses. Laura further presented underlying evidence and data regarding her monthly expenses. Lynn presented evidence of his monthly income and expenses.

9. The parties each had non-marital property at the time of their marriage.

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Laura owned real property located at 1470 Sheridan Road, Lake Forest, Illinois and 1288-90 Edgewood, Lake Forest, Illinois. She also had \$20,000 in savings; a checking account in the amount of \$9,378.19; retirement accounts #254-67438 and #254-67611 at Salomon Smith Barney; a Fidelity Investments account numbered T008854904; an investment account #254-39936-18 with Salomon Smith Barney, which is also referred to by Laura as the children's college account; and her automobile. During the marriage, Laura also inherited Solomon Smith Barney retirement account #254-6455714 and Bank One account #5442 from her mother.

10. Laura presented evidence that her retirement plans were transferred to Northwestern Mutual accounts #7855-9882, Northwestern Mutual Account #7855-9883, #7855-9883, and 3646-0009. She showed that \$26,107 of the retirement accounts were marital property. Pursuant to section 503(a) (6) the remainder of Laura's retirement plans are non-marital. Further, Laura established that her Salomon Smith Barney investment account #254-39936-18 was non-marital and no marital funds were deposited to that account. This account was transferred to Northwestern Mutual account #7844-5595 and, as such, remains a non-marital account. Further, Laura's automobiles are non-marital.

11. Prior to the marriage, Lynn owned 1800 Sheridan Road, North Chicago, Illinois ("1800 Sheridan Road"); 0 Sheridan Road, North Chicago (vacant); 1744-46 Sheridan Road, North Chicago, Illinois (two vacant lots); 12900 Heiden Circle, #4202, Lake Bluff, Illinois; 13200 Heiden Circle #2409, Lake Bluff, Illinois and the amount of \$45,363.60, which was in escrow from the sale of the 2800 Lakeshore Drive, Unit 2211, Chicago, Illinois.

12. The parties contributed all of their real estate into trust. Each transferred one-half interest in their real estate to the other party's trust. Laura and the attorney that

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drafted the trust testified that the transfers to the trust were only for estate planning purposes. Lynn testified that each party signed deeds giving the other party a one-half interest in their trust. Neither the trust instruments, nor the deeds indicated any restrictions or qualifications of these transfers. After the transfer of the real estate into the trust, the parties commingled all the real estate. The parties contributed marital assets to the support and upkeep of the properties and refinanced the properties and executed mortgages that obligated both parties to the repayment of the debt. As a result, Laura's argument that the Edgewood property should be considered non-marital is not persuasive. At the time the transfers were made, each party received a present interest in the other's real estate. Laura's testimony as to a contrary intent is inconsistent with these actions.

13. Laura contributed non-marital property in the amount of \$461,000 and Lynn contributed non-marital property in the amount of \$101,000. Laura's contribution of non-marital real estate far exceeded the non-marital contributions of Lynn. Both parties were gainfully employed during the marriage. Lynn contributed more income than Laura. Laura contributed efforts as a homemaker, remodeling of North Avenue and Sheridan Road and contributed all of the child support she received.

14. Laura has not returned to her level of commission income from before the marriage. Laura has made efforts to increase her income by marketing, volunteer work and increased hours. Laura's income remains low for several reasons including the loss of her referral base when she changed agencies. The change in agencies benefited the marital estate by reducing the commissions charge on the parties' rental properties and increasing Laura's commission percentages. Laura needs exceed her income. Laura has been unable to spend money on vacations or other discretionary items. Lynn has had income to take vacations, buy a new car and furniture. Based on the evidence

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presented at trial, Laura is entitled to a disproportionate division of the marital estate.

15. Lynn's expert, Klein presented testimony as to the total amount of Laura's deposits to her bank accounts from 2001-2004 and the discovery of an account at Bank One Account #5442. Klein provided no testimony as to the source of deposits to this account, while Laura testified the sources of the deposits were child support, earned income and transfers from her non-marital, retirement and college accounts. Laura testified that the Bank One Account was a pre-existing account with her mother. The Court finds Laura's testimony regarding this account credible.

16. Lynn has retirement accounts and a medical reimbursement plan through Wayne Hummer and State Bank of Howards Grove. Lynn failed to present sufficient testimony to support a finding that these accounts should be considered non-marital accounts. Lynn provided limited testimony concerning his contributions during the marriage. However, the Court finds this testimony insufficient since Lynn could not remember contributions made during the marriage. Therefore, the retirement funds and medical reimbursement plan are marital property.

17. In addition to the non-marital properties contributed to the marital estate, the parties purchased 41 E. North Avenue, Lake Forest and 1459-1463 Elmwood, Evanston. Both parties contributed non-marital assets to the acquisition of 41 E. North Avenue. The cash that the parties needed to close the purchase of the property was \$80,077.30. The parties received a \$5,000 repair credit, Lynn contributed \$45,362.60 from the sale of his condo in Chicago, and Laura contributed \$9,378.19 and \$20,000 from her premarital accounts.

18. The parties presented testimony through their respective experts of the value of the properties and stipulated to certain values. The testimony concerning the value of the properties included the following:

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- 41 E. North Avenue, Lake Forest – Laura's expert testified that the value was \$535,000 while Lynn's expert testified the property was worth \$660,000. There was no dispute that the North Avenue property was in poor condition. The experts disagreed as to the adjustments made to the comparables sales. The Court finds while the comparables used by Lynn's expert more accurately reflect the value of the property, that valuation must be reduced by \$20,000 since Lynn's expert was not as familiar with the condition of the comparables. Therefore, the value of 41 E. North Avenue, Lake Forest is \$640,000. The mortgage against the property is \$376,426.32 with the net equity of the property being \$263,573.68. Laura argues that the Court should also consider the gain that will accrue against the property when it is sold. However, the Court received no testimony as to the tax treatment of this property, tax calculations, or that the property might be sold in the near future. Therefore, the Court makes no further adjustments to the value of this property.
- 1459-1463 Elmwood, Evanston - Elmwood was purchased by the parties on January 11, 2000 for \$455,000 (R. Ex. 68). There is a mortgage through Countrywide with a balance owed of \$344,745.21. The parties stipulated to the value of the property in the amount of \$525,000. The net equity of the property is \$180,254.79.
- 1800 Sheridan Road, North Chicago, Illinois – This property was acquired by Lynn several months prior to the parties' marriage. Lynn purchased the property at a nominal value of \$35,750. Subsequent to the marriage the property was refinanced in the name of both parties. Laura contributed the amount of \$22,000 from her non-marital Salomon Smith Barney account that she identifies as the children's college fund for the repair of the roof. There is a mortgage against the property in the amount of \$111,745.94. Both parties had experts testify to the value

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of the property. Lynn's expert, Richter testified that the value of the property was \$125,000 while Laura's expert, Baker testified the property was worth \$165,000. The Court finds Baker's opinion correctly identified the value of this property. Richter's testimony the area around the property was declining and the proposed development, Grant Place, across the street from the property was unlikely to occur was contradicted by testimony that the described development was in fact under construction. Further, Richter relied on actual rents to determine value, while Baker used the sales comparison approach which valued the property at \$165,000 and the capitalization of income approach, the property which valued the property at \$170,000. Baker testified that the two methodologies were used to crosscheck the values. Based on this testimony, the Court finds the value of the property is \$165,000 and the net equity of the property is \$53,254.

- 0 Sheridan Road, North Chicago (vacant) – This was property owned by Lynn prior to the marriage. No evidence was presented as to the value of the property. The Court finds the property has nominal value.
- 1744-46 Sheridan Road, North Chicago, Illinois (two vacant lots) - No opinion of value was presented for this property. However, Lynn represented the value to be \$33,000 in the Joint Trial Conference Memorandum. Lynn testified that the property previously had a building on it that was destroyed by fire and eventually taken down. The property is comprised of two vacant lots located near Abbott Laboratories and Grant Place. The Court finds these properties have a value of \$33,000.
- 12900 Heiden Circle, #4202, Lake Bluff, Illinois -Unit 4202 was purchased by Lynn prior to the marriage. The property was refinanced in both parties' names. The parties' stipulated to the property's value of \$129,000. The mortgage was \$90,993, which leaves a net equity in the property of \$38,007.

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- 13200 Heiden Circle, #2409, Lake Bluff, Illinois - Unit #2409 was purchased by Lynn on April 15, 1997 for \$62,100. Lynn financed the amount of \$43,470 for the purchase. Both expert opinions were admitted without testimony. Kathy Horos, on behalf of Laura, valued the property at \$90,000 and Raymond J. Schmidt, on behalf of Lynn, valued the property at \$110,000. The Court finds the value of the property is \$110,000. The mortgage was \$90,265 and the net equity is \$19,735.

- 1288-90 Edgewood, Lake Forest, Illinois was purchased by Laura prior to the marriage. Laura's expert, Horos testified the value of the property was \$355,000 while Lynn's expert, Schmitt testified the property was worth \$375,000. Based on the evidence, the Court finds the value of this property is \$375,000. The net equity of the property is \$215,000 with a mortgage balance of \$160,000.

19. The parties have an escrow account in which the sales proceeds from 1480 Sheridan Road, Lake Forest were deposited in the amount of \$418,210.80 and the sale proceeds from 12900 Heiden Circle #4401, Lake Bluff, Illinois were deposited in the amount of \$37,501.76. Through April, 2005, Lynn took distributions totaling \$111,500. This amount was primarily distributed to meet Lynn's Court ordered obligations for support and payment of property taxes. Since April, 2005 Lynn had additional distributions for support of \$2,000 on the 17<sup>th</sup> of each month through December 2005 totaling \$20,000. Additionally, Lynn received distributions for attorney fees and real estate taxes on 2/28/06 in the total amount of \$50,000. Therefore, Lynn has received a total of \$181,500 in distributions from the escrow account as adjusted through December 31, 2005. Laura has had distributions of \$122,000 from the escrow account.

20. Lynn failed to obey the Court order of July 2, 2002 requiring him to account on a monthly basis for rental income and expenses. Numerous Court orders were entered requiring Lynn to account for rental income and expenses. Lynn also violated



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the Court order of July 2, 2002 requiring him to pay from the rental income, the mortgage, taxes and utilities by failing to make the Court ordered payments. Lynn repeatedly failed to pay the Court ordered support. Payments were made from the escrow account to pay Lynn's support obligation. Lynn had cash flow to pay at least a portion of the real estate taxes but he failed to do so. Lynn, who had income during the proceedings, failed to present any evidence of the use of his income from Smith Commercial Realty and the rental properties or that he was unable to comply with Court orders requiring payments. Moreover, Lynn's Financial Affidavits filed in this matter did not accurately reflect his income. Lynn received income in the amount of \$143,319 for 2002, \$140,110 for 2003, \$166,705.33 for 2004 (Testified by Mardoian), and it was projected by Mardoian that Lynn would earn approximately \$170,000 for 2005. Lynn also received distributions from the escrow of \$181,500. The Court also finds Lynn collected rents from the rental property and from June 2002 to June 2003, received a cash flow of \$45,000 which he has failed to account for in these proceedings. Further, Laura hired a forensic accountant to determine rental income, expenses and the cash flow of the rental property and a receiver was appointed by the Court to manage the property because Lynn failed to comply with Court order regarding accounting of rental income.

21. Both Unit 4401 and 4202 Heiden Gardens were vacant during the proceedings. The Court finds Lynn resisted the sale of the properties and that he took no action to lease the property. The Court order of February 2, 2004 required the finding of dissipation and the assessment of costs to the party resisting the sale of the property unless the party could show it would not deplete the marital estate. While the Court finds Lynn resisted the sale of the property, the Court did not receive sufficient evidence to assess an amount of dissipation.

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22. On numerous occasions Lynn was ordered to comply with discovery but refused to do so. Numerous orders were entered regarding discovery compliance. Information regarding rental income was produced by Lynn shortly before the beginning of the trial. Lynn failed to retain and furnish deposit information that was necessary for the accounting of rental income. Numerous subpoenas were issued to obtain the information that was in Lynn's possession and his failure to comply with the Court ordered accounting caused undue delay and costs in this matter.

23. David Sugar, Laura's expert, testified as to missing rent deposits, unpaid real estate taxes and charges to Lynn for the receiver and management fees paid to Lynn in violation of the Court order in support of Laura's claim of dissipation. According to Sugar's report and Respondent's exhibit #135, the total amount of dissipation chargeable to Lynn is \$148,039 less a cash flow adjustment of \$45,098.80 as set forth in Respondent's Exhibit #136 for an adjusted total dissipation amount of \$102,940.20. In considering this testimony and the testimony of Timothy Klein, Lynn's expert with respect to the charges contained in Exhibit #135 and other evidence produced at trial the Court makes the following findings as to the issue of dissipation:

- An adjustment for security deposits in the amount of \$13,989 must be made in favor of Lynn since Mr. Sugar testified he did not know whether the deposits were used for last month's rent and there was no testimony that these sums were used exclusively by Lynn.
- An adjustment for a cashier's check payable to Smith Realty in the amount of \$10,000 in favor of Lynn must be made since Mr. Sugar testified only that he thought possibly these funds should have gone into the rental account which the Court finds insufficient.
- No adjustment for Keenan's fees should be made since it was Lynn's failure to

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account for the rental income and expenses which necessitated hiring the receiver.

- An adjustment for taxes paid in 2002 in the amount of \$15,610.22 in favor of Lynn must be made since Mr. Sugar did not give credit for these payments. The Court finds credit must be allowed to Lynn for taxes paid and Lynn's Exhibits #41, 43, 45, 47, 49, 51, 53, and 55 establish taxes in that amount were paid even though late.

Applying these adjustments to the amount of dissipation asserted by Laura, the Court finds Lynn dissipated the marital estate in the amount of \$63,340.48.

24. Laura has filed a Petition seeking attorney's fees in the amount of \$147,541.30 and costs pursuant to section 508(b) of the Act. Lynn was found in contempt on 10/8/02 and in Court Orders dated 9/19/03 and 12/8/03, fees were reserved. The Court finds Lynn was non-compliant with certain Court orders for payment of support which required the Court to order automatic payments from the escrow account. Likewise, Lynn failed to pay taxes, complete accountings and answer discovery requests ordered throughout the proceedings. These intentional failures to comply with Court orders directly increased litigation costs, including the need for Petitions for Rule and Motions to Compel to be filed to obtain compliance. In addition, the non-compliance with Court orders also required the necessity of hiring an expert to recreate accountings for the rental properties and the need to subpoena additional bank records. Based on these events and the evidence produced at trial, the Court finds attorney fees in the amount of \$109,531.25 were incurred as set forth in the Affidavit of Attorney Mary J. Clark in Support of Laura Henderson's Petition for Contribution to Fees pursuant to 508(b) of the IMDA. The fees awarded are indicated by A-Accounting, S-Support or D-Discovery in the time records attached as an exhibit to the Petition. The Court further

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finds \$20,000 of David Sugar's charges were incurred due to Lynn's violation of Court orders and that \$2,441.75 in additional subpoena fees paid to Lake Forest Bank and Trust were due to Lynn's violation of Court orders.

In consideration of the award of 508 (b) fees and costs, the marital asset distribution, Laura's non-marital assets, the short length of the marriage and Laura's current ability to support herself, the request for additional fees pursuant to section 508(a) and 503(j) of the IMDA is denied.

25. On November 4, 2004 Lynn filed a Motion for Sanctions alleging in part Laura improperly obtained a Temporary Restraining Order (TRO) two years earlier by improperly asserting an independent auditor had been retained. The TRO was entered on June 27, 2002 enjoining the transfer and disposal of assets, incurring any debt and allowed Laura access to the computers in Lynn's office. On July 2, 2002, Lynn filed an Emergency Motion to Vacate the TRO. Lynn elected to waive a hearing and entered into an agreed order that provided he was enjoined from transferring assets and incurring debt. Lynn further agreed to deposit all rental income into the parties' joint rental account with the payment of the mortgage, taxes and utilities for the rental properties to come from this income. The order provided Lynn was required to obtain Laura's consent or Court order for any other payments. Further, Lynn was to account monthly for the rental income and expenses, a requirement not originally set forth in the TRO previously issued. In his testimony at trial, Mr. Hachickian did not remember the information he reviewed or the advice he gave Laura prior to the filing of the Petition for TRO, but remembered that Lynn would not provide Laura the information regarding the rental income. Lynn alleges in his motion that all his fees associated with the case resulted from the entry of the TRO. The Court does not find a sufficient factual basis to grant Lynn's Motion for Sanctions and the same is denied.

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26. The parties each filed motions that were heard with the trial. Lynn filed a Motion to Terminate Support based on evidence produced at trial the Court finds Laura truthful in her Financial Disclosures and that Lynn failed to show evidence of a change in circumstances that would warrant a change in support at the time he filed of his Motion. The Court further finds based on the length of the marriage, Laura's non-marital property and her ability to earn sufficient income to support herself in the future, that Lynn Motion is granted and his support obligation is terminated as of 12/31/05.

27. Laura filed a Motion to Modify the March 19, 2004 Court order. The Court finds said order did not modify Lynn's support obligation but required the payment to Laura of the mortgage payment pursuant to the Court order of 12/9/03. The Motion to Modify is granted to clarify the Court order of March 19, 2004. As a result, the Court finds an arrearage owed by Lynn for unpaid mortgage payments through 12/31/05 is \$44,625.

28. As to the evidence concerning Lynn's Amended List of Missing Personal Property, the Court finds Laura's testimony that there were four separate property exchanges since the parties' separation and that she delivered or made available for pickup numerous items credible. The Petition is therefore denied.

29. The Court finds Lynn's argument that no fees should be awarded to his prior counsel Mr. Yavitz as a result of the March 19, 2004 order is without merit.

32. Lynn's requests reimbursement for one-half of \$46,728.59 which he alleges is the total of the parties' joint credit accounts and which is referred to in Trial Stipulation #1 and Lynn's Closing Exhibit #11. Lynn testified the parties separated in June 2002 and that he filed his Petition for Dissolution on June 20, 2002. The Court finds that based on Exhibit 56 and other evidence, the only credit card with a significant pre-filing balance was the MBNA credit card in the amount of \$20,448. Shortly after separation

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and filing his Petition for Dissolution, Lynn obtained cash advances totaling \$41,500. Based on the evidence concerning the use of these funds including Exhibits 57-65, the Court finds all but \$20,448 was used to pay ordinary living expenses and some expenses of the rental properties. No evidence was provided as to why Lynn was suddenly unable to pay ongoing monthly expenses in June 2002. Further, Lynn has already been given a credit of \$45,098.80 against the rental income shortfall, so further credits would be duplicative. Lynn shall receive a credit for the MBNA balance in the amount of \$20,448 paid by Lynn against property distributions.

**IT IS ORDERED:**

- A. The bonds of matrimony existing between the Petitioner, Lynn Smith, and the Respondent, Laura Henderson, are hereby dissolved.
- B. Lynn's Petition to Terminate Maintenance is granted as of December 31, 2005. Both parties are barred from any claim of maintenance against the other.
- C. Considering the factors in section 503(a) Laura is awarded as her non-marital property the automobiles in her possession, retirement funds in her name except for the amount of \$26,107 which is deemed to be marital property and the investment accounts in her name formerly at Salomon Smith Barney and now at Northwestern Mutual.
- D. Pursuant to 508(b) of the IMDA, Lynn shall pay to Laura attorney's fees of \$109,531.25 and expert fees and costs in the amount of \$22,441.75.
- E. In consideration of the factors set forth in section 503(d) the following is the disposition of property and the assignment of debt and credits between the parties:

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Asset/Debt	Value	Laura	Lynn
Escrow Account as adjusted 1800 Sheridan Road North Chicago	\$102,815.85	\$102,815.85	
12900 Heiden Circle #4204, Lake Bluff	\$53,254.00		\$53,254.00
13200 Heiden Circle Unit #2409, Lake Bluff	\$38,007.00		\$38,007.00
41 North Avenue, Lake Forest	\$19,735.00	\$19,735.00	
Elmwood, Evanston	\$263,574.00	\$263,574.00	
0 Sheridan Road, North Chicago	\$180,255.00		\$180,255.00
174-46 Sheridan Road, North Chicago	nominal value		nominal value
1286-90 Edgewood, Lake Forest	\$33,000.00		\$33,000.00
Laura Pre-Distribution	\$215,000.00	\$215,000.00	
Lynn Pre-Distribution Inclusive of Distribution for property taxes of \$30,000 on 2/28/06	\$122,000.00	\$122,000.00	
Charges to Lynn from 7/2/02 order and unaccounted rent	\$181,500.00		\$181,500.00
<b>Subtotal</b>	\$63,340.48		\$63,340.48
	<b>\$1,272,181.85</b>	<b>\$723,124.85</b>	<b>\$549,356.48</b>
Laura Retirement - Marital Portion	\$26,107.00	\$26,107.00	
Lynn Retirement Medical Savings Plan	\$171,535.00	\$72,714.00	\$98,821.00
<b>Total Assets</b>	<b>\$1,461,083.85</b>	<b>\$821,945.85</b>	<b>\$648,177.48</b>
<b>Debts</b>			
Cynthia Mace	-\$5,000.00	-\$5,000.00	
CitiAdvantge	-\$7,031.46	-\$7,031.46	
Bank One Visa	-\$2,529.08	-\$2,529.08	
AAA Financial	-\$14,096.49	-\$14,096.49	
Children's College Fund	-\$43,000.00	-\$43,000.00	
MBNA #4644	-20,448.00		
<b>Total After Debt</b>	<b>\$1,389,427.00</b>	<b>\$750,288.82</b>	<b>-\$20,448.00</b> <b>\$627,729.48</b>

In making this property distribution, the Court considered Laura Henderson's non-marital accounts as follows: Bank One Acct #xxx5442 \$3,311.00, Northwestern Investments Acct #xxx5595 \$52,681, Northwestern Investments Acct #xxx9882 \$14,003.00, Northwestern Investments Acct #xxx9883 \$92,462.00, Northwestern

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Investments Acct #xxx8542 \$18,605.35, Northwestern Investments Acct #xxx0009 \$1392, her 1989 Volvo and her 1995 Lexus. The Court further considered Laura's non-marital contribution of more valuable real estate, the length of the marriage and Laura's ability to support herself in the future.

F. Lynn shall pay the mortgage support arrearage in the amount of \$44,625 to Laura judgment is entered against Lynn and in favor of Laura in the amount of \$44,625.

G. Laura shall be responsible for the debts set forth in the property distribution, the balance of her attorney's fees and any other debts or obligations in her name including the student loans for her children. Lynn shall be responsible for all his attorney's fees and costs in this litigation and no contribution shall be required from Laura. Lynn shall be responsible for all other debts he has incurred or debts in his name. The Court has considered the testimony of Lynn's prior counsel and reviewed their billing statements and approves said fees. Judgment is entered in favor of Raymond Boldt and against Lynn in the amount of \$21,168. Judgment is entered in favor of David Yavitz and against Lynn in the amount of \$11,041.

H. Lynn shall, within 14 days, turnover all information on the properties that are assigned to Laura and under Lynn's control. Further, Lynn shall assign all leases, contracts, title and insurance policies to Laura on the property assigned to her in Lynn's control. Lynn shall turnover all rental income received on property assigned to Laura and under Lynn's control beginning November 1, 2006. Lynn shall pay all mortgage payments, assessments, insurance costs, other costs and expenses due or that have accrued until the time he turns over the property to Laura. Thereafter, Laura shall be responsible for the mortgage, real estate, taxes, insurance, utilities and costs associated with the properties she receives. Lynn shall be responsible for the



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mortgage, real estate, taxes, insurance, utilities and costs associated with the properties he has been awarded.

I. Lynn is awarded all interest in his automobile and shall be responsible for the debt on the vehicle. Lynn is awarded all other bank accounts in his name. The request of Lynn to be awarded additional personal property per the Amended List of Missing Personal Property of Lynn Smith is denied. Laura is awarded all bank accounts in her name.

J. Each party shall execute quit claim deeds, title, assignments and any other documents necessary to comply with this judgment.

K. This Court shall retain jurisdiction to enforce the terms of this judgment.

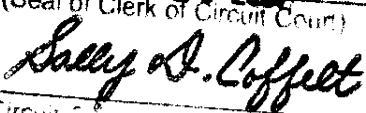
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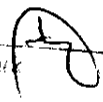
  
\_\_\_\_\_  
JUDGE DIANE E. WINTER

Dated this 4<sup>th</sup> day of October, 2006

I hereby certify the above to be correct.

Dated: JUN 19 2007  
(Seal of Clerk of Circuit Court)

  
\_\_\_\_\_  
Clerk of the Circuit Court of Lake County, Illinois

By:   
\_\_\_\_\_  
Deputy Clerk