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The minor child of the parties was born March 5, 1993. (SA 1.) The term “emancipation” is defined in the judgment (SA 6) as the occurrence of the first of the following events:

- a) The child's death;
  - b) The child's attaining the age of 18 or completion of a high school education, whichever occurs later;
  - c) The child's maintaining a full time residence outside of the home of the residential parent exclusive of the child's residence at a school, camp, or similar facility;
- or
- d) The child's obtaining full time employment, exclusive of her employment during school vacation periods.

The real property is commonly known as 5431 North Moody, Chicago, Illinois, said real property being located in Cook County, Illinois and being legally described as follows:

Lot 33 in Block 3 of Kinsey's Forest Garden, A Subdivision of that Part of the East 1/2 of the North West 1/4 Lying South of Chicago and Northwestern Railway Company's right of way of Section 8, Township 40 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois

Commonly Described As: 5431 North Moody, Chicago, Illinois

Permanent Property Index No.: 13-08-113-016-0000

Dated this 8th day of August, 2008, at Chicago, Illinois.

PETER A. REGULSKI



Pro Se

**THIS INSTRUMENT WAS PREPARED BY:**

Peter A. Regulski, Attorney at Law, 308 Lydenbury Drive, Apex, NC 27502, (919) 455-1818

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AMB:mr 3/27/98

#13566

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

|                       |   |                |
|-----------------------|---|----------------|
| IN RE THE MARRIAGE OF | ) |                |
|                       | ) |                |
| PETER A. REGULSKI,    | ) |                |
|                       | ) |                |
| Plaintiff,            | ) |                |
|                       | ) |                |
| and                   | ) | NO. 96 D 18614 |
|                       | ) |                |
| STACY L. REGULSKI,    | ) |                |
|                       | ) |                |
| Defendant.            | ) |                |

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the verified Petition for Dissolution of Marriage of the Plaintiff, PETER A. REGULSKI, the Plaintiff appearing by ROBERT KORENKIEWICZ, his attorney, the Defendant, STACY REGULSKI, appearing by ARTHUR M. BERMAN of KIRSH & BERMAN, LTD. her attorney, and the Court having jurisdiction of the parties and the subject matter, FINDS:

1. That at the commencement of the within action, the Plaintiff, PETER REGULSKI, was domiciled and resided in the State of Illinois and has maintained said domicile and residence for at least ninety (90) days preceding the making of the findings.

2. That the parties were lawfully married on September 29, 1984, and said marriage was registered at Chicago, Cook County, Illinois.

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3. That one child was born as a result of the marriage of the parties, namely, TAYLOR, presently 5 years of age, having been born on March 5, 1993, and that the Defendant is not presently pregnant.

4. That the parties have lived separate and apart for a continuous period of not less than six months and that they have waived, by stipulation in writing, the requirement of 750 ILCS 5/401(a)(2) of the Illinois Marriage and Dissolution of Marriage Act, that they have lived separate and apart for a continuous period in excess of two years, that irreconcilable differences have caused the irretrievable breakdown of the marriage, that efforts at reconciliation have failed and that further attempts at reconciliation would be impracticable and not in the best interests of the family.

5. That the parties have entered into a written Marital Settlement Agreement and that said Marital Settlement Agreement has been received in evidence and has been approved and acknowledged by the parties as being fair, just and reasonable; the Court, having heard the terms and provisions of said written Marital Settlement Agreement, has approved said Agreement as an equitable and satisfactory resolution of the matters contained therein, including, but not limited to, provisions of custody, child support, maintenance and the disposition of property; that it is

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the desire of the parties that the terms of this written Marital Settlement Agreement become binding upon them and a part of this Judgment for Dissolution of Marriage. The provisions of the written Marital Settlement Agreement are as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 1998, by and between PETER A. REGULSKI hereinafter referred to as "Husband" and STACY L. REGULSKI hereinafter referred to as "Wife".

### W I T N E S S E T H:

WHEREAS, the parties were lawfully married in Chicago, Illinois on September 29, 1984;

WHEREAS, one child was born to the parties, to wit: TAYLOR LYNN REGULSKI, Born March 5, 1993 that to the best knowledge of the Wife, she is not presently pregnant by the Husband.

WHEREAS, the Husband is presently employed, and the Wife is presently employed.

WHEREAS, without cause or provocation by either party and subsequent to their intermarriage, irreconcilable differences have caused the irretrievable breakdown of the parties' marriage;

WHEREAS, Husband instituted a marital action against the Wife in the Circuit Court of Cook County, Illinois, being Case No. 96 D 18614; and Wife has duly filed a Counter-Petition for Dissolution against Husband in the same matter;

WHEREAS, without any collusion as to any Dissolution proceedings between the parties (but without prejudice to any right to any

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action for Dissolution of Marriage which either party may have), the parties hereto consider it in their best interests to settle between themselves now and forever the matters of maintenance and support, their respective rights of property, and all other rights in and to property otherwise growing out of the marital or any other relationship now or previously existing between them and which either of them now has or may have, or claim to have against the other, and all rights of every kind, nature and description, which either of them has or may hereafter have or claim to have against the other, or in or to any property 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.

WHEREAS, the parties acknowledge that each has fully informed the other as to their respective wealth, property, estate and income. Each party also acknowledges that they are conversant with all of the wealth, property, estate and income of the other and that each has been fully informed of their respective rights in the premises, and that each party has had the benefit of legal advice in that the Husband has hired and had the benefit of counsel of ROBERT A. KORENKIEWICZ, and the Wife has hired and had the benefit of counsel of the LAW Firm of KIRSH and BERMAN, Ltd. That the parties have voluntarily and knowingly decided and agreed not to enter into any Formal Discovery Proceedings other than those already initiated and had.

WHEREAS, THEREFORE, in consideration of the foregoing, and further, in consideration of the mutual promises and other good and

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valuable consideration, by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do freely and voluntarily agree as follows:

This Marital Settlement Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regarding the marriage.

## ARTICLE I

### FURNISHINGS, FURNITURE, PERSONAL PROPERTY

All personal property presently in the possession of Husband, shall be his sole and exclusive property, free and clear of any rights, title or interest which Wife may have in same. Likewise, all personal property presently in the possession of Wife shall be her sole and exclusive property, free and clear of any rights, title or interest which Husband may have in same, except for the following personal property of the husband's which is still in the marital residence: stereo equipment, records, tapes, compact discs, computer desk, computer monitor, desk, floor pad, office chair, tv table, assorted personal books, papers, documents, clothing and other items of personal property. Husband shall remove said items as the parties may reasonably agree. Each is barred from claiming any interest in the property which is in the possession of the other. Each party shall keep the automobile in their present possession and control. Husband shall be responsible



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bonds shall be used for the minor child's college education.

The parties also agree to hold savings bonds in their own names whether jointly or individually for the minor child's college education. Said bonds are presently in the possession of the wife and shall remain in her possession.

Husband shall remain custodian on the minor child's savings account at LaSalle National Bank (f/k/a Columbia National Bank) and on the minor child's mutual fund at Stein Roe Investments. Husband shall annually account to Wife. The parties shall make investment decisions affecting the minor jointly pursuant to the terms of the joint parenting agreement.

## ARTICLE VII

### REAL ESTATE

1. At the time of their separation, Husband and Wife were owners of a certain parcel of real estate consisting of a single family residence, commonly known as 5411 North Moody, Chicago, Illinois. Both parties have and each party does by these presents warrant and represent that the marital residence was free and clear of any monetary liens and encumbrances except for the first mortgage held by the Fidelity Federal Savings Bank in face amount of \$130,500.00 with approximate principal balance amount of \$119,000.00, and second mortgage held by the MARY B. REGULSKI in face amount of \$19,00.00 with approximate principal balance amount of \$ 9,116.00 plus interest accrued, and certain billed and unbilled general real estate taxes. The parties represent that said

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mortgages, and real estate taxes were the only liens which currently exist on the premises. If it is hereafter determined that any other lien or encumbrance has been placed against the marital residence by the actions or inactions of one of the parties, then he or she will take all appropriate steps to remove such lien or encumbrance including, but not limited to, the payment of any creditor.

2. Prior to the execution of this Settlement Agreement and prior to the entry of the Judgment for Dissolution of Marriage and in an effort to facilitate the Wife's refinancing of the premises, the Husband executed a Quit Claim Deed to Wife, conveying any and all of his interest in the premises to the Wife. The Husband also secured from Mary B. Regulski a release of the second mortgage. The Husband signed the wife's new mortgage to LaSalle Bank in the face amount of \$122,000.00 not individually, but solely for purposes of waiving his rights to homestead. The Wife shall be and is the sole owner of the former marital residence, free and clear of any claims or interest of the Husband, except that no later than the emancipation of the minor child or, if sooner, the Wife's sale of the marital residence, then Wife shall forthwith pay to Husband the sum of \$22,500.00. Wife agrees Husband shall be permitted to record a memorandum of judgment in the chain of title of the premises memorializing said obligation. The Wife agrees that she shall indemnify and hold the Husband harmless in regards to any obligations which are or may become due and owing on the marital residence. Upon entry of the Parties' Judgment for Dissolution of

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Marriage the Wife shall be entitled to claim the mortgage interest and taxes as a deduction for tax purposes for 1998 and future years. Following entry of Judgment for Dissolution, Wife shall be solely responsible for all arrearages in payments and payments to become due, including but not limited to mortgage, real estate taxes for 1997, insurance, and utilities.

## ARTICLE VIII

### RETIREMENT BENEFITS

Each party shall keep his or her employer-provided or individual retirement plans, self employed pension and accounts free and clear of any present or future claim of the other.

## ARTICLE IX

### HUSBAND'S HEALTH INSURANCE

Wife agrees to take all steps reasonably necessary and to provide all documents necessary to continue Husband's health insurance coverage under her employer's group health insurance policy pursuant to the provisions of COBRA, 29 U.S.C. 1161 et seq. at his expense.

## ARTICLE X

### TAXES

The parties agree to file joint federal and state income tax returns for 1997. Husband shall be responsible for any or all taxes due. Husband shall indemnify and hold Wife harmless thereon.

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into this Judgment. The court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall to the extent provided herein, be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

5. This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties are residents of and domiciled in Illinois. Husband filed an action for Dissolution of Marriage in Illinois and Wife filed an appearance, answer and counter-petition for Dissolution of Marriage in that action. Husband filed an answer to Wife's counter-petition. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

6. The parties acknowledge and agree that until such time of entry of Judgment of Dissolution, the terms and conditions of this Agreement are not severable.

IN WITNESS WHEREOF, the Husband and Wife has hereunto set

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their respective hands and seals the day and year first above written.

This instrument contains the whole and entire Agreement made by and between the parties hereto, and has been examined by each of the parties, and is believed by them to be fair, just and equitable with respect to each of them. There shall be no oral modification or amendments to this Marital Settlement Agreement and all future modifications, if any, must be in writing, make express reference to this Marital Settlement Agreement and be signed by both parties.



\_\_\_\_\_  
PETER A. REGULSKI (HUSBAND)



\_\_\_\_\_  
STACY L. REGULSKI (WIFE)

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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the Plaintiff's, PETER A. REGULSKI'S, Petition for Dissolution of Marriage is granted and the parties are awarded a dissolution of marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the aforesaid written Marital Settlement Agreement of the parties is incorporated into this Judgment for Dissolution of Marriage and made a specific part hereof; that each and every provision therein shall be binding upon the parties as an Order of Court; that each of the parties shall comply with said provisions and shall execute all necessary documents to effectuate said provisions.

C. That the support payments provided for in the Marital Settlement Agreement shall be paid directly to the Defendant and shall not be paid through the Clerk of the Circuit Court of Cook County.

(1) Husband shall maintain \$100,000.00 in term life insurance for the benefit of the child so long as he is obliged to support the child but in no event beyond the child's 23rd birthday. The Medical Provisions as provided shall be for the same period of time.

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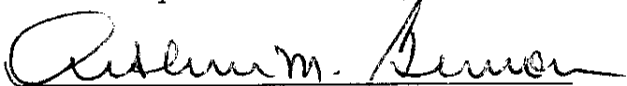
D. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

APPROVED:

enter:



Attorney for Plaintiff



Attorney for Defendant

JUDGE  
ENTERED  
MAR 30 1998  
MITCHELL LEIKIN

KIRSH & BERMAN, LTD. - ATTORNEYS AT LAW

KIRSH & BERMAN, LTD.  
Attorneys for Plaintiff  
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Chicago, IL 60603  
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Attorney No. 13566

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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 3/20, 1998

Ann [Signature], 1998

CLERK OF THE CIRCUIT COURT,  
OF COOK COUNTY, ILLINOIS