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STATE OF ILLINOIS)
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COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF:

VICTORIA ULTSCH,

Plaintiff,

and

RAYMOND ULTSCH,

Defendant.

AGREEMENT ATTACHED

Case No. 83 D 17313

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on to be heard on to be heard upon the Petition for Dissolution of Marriage filed herein by the Plaintiff, VICTORIA ULTSCH, and the Answer thereto of Defendant, and now upon the Stipulation of the parties that this cause be heard as an uncontested matter as in cases of default; and both parties having been present in open Court, and VICTORIA ULTSCH in her own proper person and being represented by MITCHELL F. ASHER, of the Law Firm of BEAUBIEN AND ASHER, her attorney; and RAYMOND ULTSCH, in his own proper person and being represented by RONALD S. LADDEN of the law firm of Epton, Mullin & Druth, Ltd., his attorney; and the Court having heard the testimony of the parties in open Court and having examined the evidence DOTH FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter of this cause.

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2. That Plaintiff and Defendant are Wife and Husband and were domiciled in and residents of the State of Illinois at the commencement of this action and have been so domiciled and maintained their residence for a period in excess of ninety (90) days preceding the findings of fact in this cause.

3. That the parties were lawfully joined in marriage to each other on September 6, 1969, at Chicago, Cook County, Illinois, where said marriage was registered.

4. That two (2) children were born to the parties hereto as a result of the marriage, namely: CHRISTOPHER ULTSCH who is 14 years of age, having been born on May 7, 1971, and GEOFFREY ULTSCH, who is 11 years of age, having been born on October 2nd, 1973; that no other children were born to or adopted by the parties, nor is the Plaintiff now pregnant. That both of the parties hereto are fit and proper persons to have the care, custody, control and education of the said minor children of the parties.

5. That the Plaintiff has proved the allegations contained in her Petition for Dissolution of Marriage by competent and material evidence.

6. That the Defendant has been guilty of extreme and repeated mental cruelty toward the Plaintiff, without any cause or provocation on her part.

7. That the Defendant has caused to be filed herein a Counter-Petition for Dissolution of Marriage; that no objections has been made on the part of the Defendant to the testimony of

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the Plaintiff, and the Counter-Petition of Defendant should be dismissed.

8. That the parties hereto have entered into a Marital Settlement Agreement dated the 5th day of ^{October, 1985} ~~September~~, 1985, concerning the question of custody, support, college expenses, maintenance, attorney's fees, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto, with full knowledge, and advice on the part of their respective counsel; that said Agreement is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of October, 1985, by and between VICTORIA ULTSCH, hereinafter called "wife" and RAYMOND ULTSCH, hereinafter called "husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are married to each other but unfortunate and irreconcilable differences have arisen between them, as a result of which the wife has caused her suit for dissolution of marriage to be filed in the Circuit Court of Cook County, Illinois, Domestic Relations Division, there numbered 83 D 17313; and the husband was personally served with summons and then filed his Counter-Petition for Dissolution of Marriage to which the wife has filed her Response; and

WHEREAS, the parties hereto are now desirous of amicably settling and adjusting all rights of property, support and maintenance, attorneys' fees and all and every other such right growing out of the marital relationship or any other relationship now or previously existing between them insofar as they may, subject to the approval of the Court in the event that a Judgment for Dissolution of Marriage should be entered and without collusion as to the pending marital action, and without prejudice to the right of either party to prosecute or defend such action as they may see fit; and

WHEREAS, two children were born to this marriage, namely CHRISTOPHER, born May 7, 1971, and GEOFFERY, born October 2, 1973; but no children were adopted nor is the wife now pregnant; and

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WHEREAS, the wife has had the benefit of advice and counsel of her independently chosen attorney, MITCHELL ASHER, of BEAUBIEN AND ASHER, and the husband has had the benefit of the advice and counsel of his independently chosen attorney, RONALD S. LADDEN of EPTON, MULLIN & DRUTH, LTD., and each has had the terms and covenants of this Marital Settlement Agreement explained to them by their respective attorneys and each party hereto warrants their respective understanding of this Agreement, and each party acknowledges that he and she have been fully informed of and is conversant with the wealth, property, estate and income of the other;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter recited and other good and valuable consideration, the adequacy and sufficiency whereof each party hereto does hereby separately acknowledge they do agree as follows:

I

RIGHT OF ACTION

This agreement is not one to obtain or stimulate a dissolution of marriage. The wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The husband reserves the right to prosecute any action for dissolution which he may deem necessary or proper and to defend any action which the wife has brought or may bring.

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II

CUSTODY

That legal custody of the two minor children of the parties hereto shall be joint; provided, however, that physical custody of said children shall be with the husband with whom the children shall reside subject to the wife's rights of visitation as set forth in the visitation schedule attached to this Marital Settlement Agreement.

III

PROPERTY DISTRIBUTION

1. That as an equal and even distribution and division of marital property as contemplated by the statute as made and provided and without any intention for an exchange of any property for the release of any marital right or obligation on the part of either party, the husband shall be the sole and exclusive owner of the following:

- a. The marital residence situated at 1320 East Sanborn Street, Palatine, Illinois.
- b. All items of household goods and furnishings contained within said marital residence.
- c. All bank accounts, stocks, bonds or other securities now in the husband's name.
- d. All right, title and interest in and to Dawn Graphics, Inc.
- e. All of the husband's clothing and other personal effects.

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f. One snowmobile and a 17-foot outboard motorboat and motor and shore station.

2. That as an equal and even distribution and division of marital property as contemplated by the statute as made and provided and without any intention for an exchange of any property for the release of any marital right or obligation on the part of either party, the wife shall be the sole and exclusive owner of the following:

a. All bank accounts, stocks, bonds or other securities now in the wife's name.

b. A certain 1968 Chevrolet Malibu automobile and a certain 1982 Chevrolet Corvette automobile.

c. A claim against State Farm Insurance Company or any other person or entity as a result of property damage to said Chevrolet Corvette automobile.

d. All of the wife's clothing and other personal effects.

e. Twenty-Two Thousand Forty four and 38/100 Dollars (\$22,044.38) to be paid contemporaneous with the entry of a Judgment for Dissolution of Marriage.

f. Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) to be paid no later than October 2, 1991, or one (1) year subsequent to the husband's remarriage or the husband living in a continuing resident conjugal relationship, defeasible on the wife's death only.

g. A certain organ and a certain micro-wave oven to be removed by the wife from the former marital residence no later

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than thirty (30) days after the entry of a Judgment for Dissolution of Marriage.

IV

MAINTENANCE

1. That the husband shall pay to the wife for and as a lump sum settlement in lieu of permanent maintenance the sum of \$9,400.00 payable at the rate of \$400.00 per month for a period not to exceed twenty three and one half (23.5) months from the date of the entry of the Judgment for Dissolution of Marriage, the first payment to be made on the first day of the first month next following the entry of said Judgment defeasible upon the first to happen of the following:

- a. The wife's remarriage.
- b. The wife's death.
- c. The husband's death.
- d. The expiration of 23.5 months from the date of entry of a Judgment for Dissolution of Marriage with all sums due to the wife having been paid.
- e. The wife living in a continuing, resident conjugal relationship.

2. That except as hereinabove provided, each party does hereby waive, relinquish and is forever barred from receiving maintenance, alimony or support of any type whatsoever from the other.

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V

CHILD SUPPORT

1. That the wife's obligation for contribution to the support of the two minor children be and is hereby reserved.
2. Should the husband petition the court for child support during the period of time the wife is receiving maintenance, the maintenance shall be excluded as the basis for computing child support.

VI

RESIDENCE AS SECURITY

1. The wife shall be entitled to a lien against said residence until such time as she dies or is paid in full the monies due and owing to her pursuant to Article III, paragraph 2f of this Agreement, whichever shall first occur.
2. The husband shall notify the wife in writing no later than six (6) months before October 2, 1991 as to whether he will or will not offer said former marital residence for sale in order to satisfy his obligation to the wife pursuant to Article III, paragraph 2f of this Agreement. If the husband elects to sell said residence, he shall advise the wife if said sale is by owner or through a licensed real estate broker, and if through a broker, the husband shall provide a copy of the listing agreement and advise the wife of any and all offers to purchase.

VII

TAX CONSEQUENCES AND INDEMNITY

1. The payments by the husband to the wife of the sum set forth in Article IV hereinabove constitute and comprise, payments

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made under a written instrument incident to dissolution of marriage in discharge of the legal obligation of the husband to support and maintain the wife arising out of the marital relationship. Any and all such payments made pursuant to Article IV from husband to wife shall be included, and shall be deemed to be included in the taxable gross income of the wife, and shall be deducted and shall be deemed to be deductible, from the adjusted taxable gross income of the husband, pursuant to Section 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or to any similar or comparable provisions of any revenue code or amendments thereto hereinafter acted. In the event of a change in the applicable tax law, rules and regulations, or controlling case law, such that the periodic payments will become wholly or partially non-deductible by the husband, and, thus, not taxable to the wife, the parties agree to make such adjustment in the nature and amount of such payment as can be made to effectuate their original intention as expressed herein.

2. That the distribution of marital property between the parties constitutes an approximately equal division of said marital property jointly owned by the parties or jointly owned in accordance with Sections 503(c) and 503(e) of the Illinois Marriage and Dissolution of Marriage Act and Section 1041 of the Internal Revenue Code. Therefore, the said division of property is a non-taxable transaction, not subject to gains or losses by either spouse. Accordingly, the basis of each individual asset received in its entirety by one spouse or the other in this division will retain its present marital basis in the hands of the spouse receiving it.

3. The husband will claim the two minor children as dependency exemptions on his state and federal income tax returns.

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VIII

EXTRAORDINARY MEDICAL EXPENSES

1. The husband shall be responsible for the ordinary medical expenses of the minor children. The parties shall pay according to their respected financial abilities for the hospital, surgical, optical or orthodonture care and for the extraordinary medical and dental care of the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illness requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. In the event of serious illness of a child, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, the wife shall consult the husband before incurring expenses in any of those connections. It is understood by both parties that the wife's obligation to consult with the husband shall not apply in cases of grave emergency where a child's life might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a circuit court shall do so upon proper notice and petition, even after said expense is incurred; the husband's obligation under this paragraph, with respect to a child, shall terminate upon the occurrence of any of the following:

a. The child attaining majority or completing his or her college professional school education as hereinafter detailed, whichever the last occur;

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- b. The child's marriage;
- c. The child's death.

IX

MEDICAL COVERAGE FOR THE WIFE

It is understood that in the event of a Judgment for Dissolution of Marriage herein, the wife's benefits under any existing medical policy carried by the husband will be terminated. Therefore, the husband will maintain his present hospital and medical insurance with the wife as a party insured until entry of a Judgment for Dissolution of Marriage. From the date of said Judgment, the wife shall be responsible, solely, for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the husband will have no further obligation in such regard. The husband will cooperate in any way possible to assist the wife to qualify for such medical and hospital insurance coverage on her own, including the application by the wife for a conversion of rights and interests in any presently existing medical policy carried by the husband into a policy of her own (if such conversion is available to her), but such assistance shall not affect the wife's sole responsibility for payment of the insurance premiums in connection therewith. The foregoing is all pursuant to Chapter 73 of the Illinois Insurance Code.

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COLLEGE EXPENSES

The parties shall be responsible for the college educations of the children of the parties hereto pursuant to the statute as made and provided.

a. By "college expenses of the children" there is mean and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, sorority or fraternity dues, assessments and charges, and round trip transportation expenses between the college and the home of a child (if the child is in attendance at an out-of-state town college), those round trips not to exceed four in any calendar year.

b. The parties' obligation is conditioned upon the following:

(i) The college education is limited to four consecutive years after graduation from high school, except that time shall be extended in the case of serious illness or military service, except the time shall be extended in case of serious illness or military service or in the event the professional school attended extends for a required period beyond two years.

(ii) The parties have the financial ability to pay such college or professional school expenses.

c. The decisions affecting the education of the children, including the choice of college shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall reasonably withhold his or her consent to the expressed preference of the child.

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d. In the event the parties cannot agree upon the school to be attended or in respect to the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition.

e. In the event the children do not qualify for college or prefer vocational training, the parties shall have the responsibility to pay for said vocational training.

XI

LIFE INSURANCE FOR WIFE

1. That the husband currently has certain policies of insurance upon his life which are in full force and effect, which policy shall be maintained for the benefit of the wife only to the extent of the husband's obligation to the wife pursuant to paragraph 2(f) of Article III and paragraph 1 of Article IV above.

2. That at such time as the husband has fulfilled his obligations to the wife, pursuant to paragraph 1 of Article IV above, all policies of insurance upon his life shall be the husband's sole and separate property.

XII

HOLD HARMLESS PROVISIONS

1. That the husband does and will hereafter hold the wife harmless from any and all liability to any bank, lending institution, taxing body or body politic for any liability incurred by the parties individually and personally or as officers, directors, shareholders or owners of any business, partnership or corporation.

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2. That the husband will be solely responsible to Craigin Savings & Loan Association for mortgage payments due and owing on the marital residence as well as to the collector of Cook County, for real estate taxes with regard to said marital residence.

3. That the wife shall be solely responsible contemporaneous with the entry of a Judgment for Dissolution of Marriage for any monies due and owing to Gladstone/Norwood Bank, the lending institution financing the 1982 Chevrolet Corvette automobile. That should the wife default with regard to said payments and the husband be required to make any payment as a result thereof, the husband shall be entitled to deduct same from maintenance due and owing the wife or from the sum due to the wife pursuant to Article III, paragraph 2f.

4. That each of the parties shall be solely responsible for the payment of their own attorneys fees to their respective attorneys.

XIII

NON-MODIFIABILITY

1. Pursuant to S.H.A., ch. 40, Sec. 502(f), this Marital Settlement Agreement is not modifiable and the Judgment for Dissolution of Marriage shall so provide.

XIV

MISCELLANEOUS

1. Each party agrees to execute any and all papers and documents necessary to effectuate each and every one of the terms and provisions of this Marital Settlement Agreement.

2. Except as otherwise provided in this Agreement, each of

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the parties hereto covenants and agrees that each shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this agreement, including in said property all choses in action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

3. Each of the parties hereto agrees that he or she will, upon demand of the other, his or her heirs, executors or administrators, at any time hereafter execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property, real or personal, belonging to the other, the intention being that the property settlement provided for herein shall constitute a complete adjustment of the property rights of the parties hereto.

4. Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have, as husband, wife, widow, widower or otherwise by reason of the marital relationship now existing between the parties under any present or future law of any state or of the United States of America or of any country, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party; and each of the parties hereto further covenants and agrees, for himself or herself, and his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or either of the

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rights, titles or interests specifically waived by virtue of the terms of this Marital Settlement Agreement and the Judgment for Dissolution of Marriage into which this Agreement shall be incorporated.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.


RAYMOND ULTSCH


VICTORIA ULTSCH

Ronald S. Ladden
EPTON, MULLIN & DRAUTH, LTD.
140 South Dearborn Street
Chicago, Illinois 60603
(312) 984-1000

RSL/np

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NOW, on Motion of attorney for the Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested, doth ORDER, ADJUDGE AND DECREE as follows:

A. The parties hereto are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, VICTORIA ULTSCH, and the Defendant, RAYMOND ULTSCH, be and the same are hereby dissolved.

B. That the Counter-Petition for Dissolution of Marriage, heretofore filed herein, be and the same is hereby dismissed.

C. That the Marital Settlement Agreement entered into between the parties is not unjust and the same is incorporated into this decretal section of this Judgment for Dissolution of Marriage, and by this reference made a part hereof as though fully spelled out herein; and, further, that the parties hereto in all respects comply with each and every provision of the agreement aforesaid.

D. Each of the parties hereto are hereby ordered to promptly upon demand of the other party, execute and deliver to such other party any and all documents necessary to effectuate and fulfill the terms and provisions of this Judgment for Dissolution of Marriage.

E. That the Plaintiff be and is hereby given the leave and shall have the right to resume the use of her maiden name of Victoria Jochum.

F. This Judgment shall be binding upon and inure to the

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benefit of the heirs, exectuors, administrators, assigns, devisees and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

G. That this court shall expressly retain jurisdiction of this cause for the purpose of enforcing all the terms and provisions of this Judgment for Dissolution of Marriage.

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT MORGAN M. FINLEY	
OCT 17 1985	
JUDGE	E. H. MARSALEK
DEPUTY CLERK	E

DATED: _____

MITCHELL F. ASHER (21983)
BEAUBIEN AND ASHER
157 N. Brockway Street
Palatine, Illinois 60067
(312) 359-8880

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SCHEDULE "A"

REAL ESTATE

Address of Property: 1320 East Sanborn, Palatine, Illinois 60067

Legal Description:

Lot 14 in Block 45 in Winston Park Northwest Unit 3,
Being a subdivision in Section 13, Township 42 North,
Range 10 East of the Third Principal Meridian, according
to the Plat thereof recorded in the Recorder's Office
of Cook County, Illinois on May 21, 1962, as
Document #18480176.

Permanent Real Estate Index No. - 02-13-209-014-0000 *JDS.*

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MAIL TO:

Beaubien Fisher
157 N. Brockway
Palatine, IL
60067

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