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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS FAMILY LAW SECTION-CHANCERY DIVISION

In Re the Marriage of:)
 Ruth Hertsgaard Gunderson,)
 Petitioner,)
 and) 80 D 26900
 Keith A. Hertsgaard,)
 Respondent.)

-88-521349

CERTIFIED COPY OF JUDGMENT

Attached hereto and incorporated herein is a true certified copy of an Agreed Order entered 10/4/88 by Judge Leikin in room 1802A of the The Daley Center. Note that a Judgment/Decree was entered on 10/27/81, ordering Keith Hertsgaard to pay permanent maintenance to Ruth Hertsgaard, who is now known as Ruth Gunderson. Gunderson is the Petitioner's her maiden name,

Property= 409 S. Greenwood
 Park Ridge, Il.

Property owners of record at the time of filing the lis pendens in this matter this year were = Keith A. Hertsgaard and Judith A. Hertsgaard

Legal Description=

...Lot 14 in Block 3 in Powell's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 41 North, Range 12 East of the Third Principal Meridian, in Maine Township, in Cook County, Illinois...

Permanent Parcel No. 09-35-118-011-0000.

Note: This attorney claims an attorneys lien of 29% on maintenance arrearage and interest collected.



David M. Goodson
 attorney for R. Gunderson

Prepared by and return to:

David M. Goodson
 attorney for Petitioner
 #24166
 313 W. Fourth st.
 Hinsdale, Il, 60521
 Tel: 887-7778

-88-521349

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ORDER

1162

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: Marriage of:

Earl Henrygaard
Respondent

vs.

Earl Henrygaard
Petitioner

OCT 4 1988

MITCHELL LEVIN

NO 80 D26900

Agreed ORDER

Motion for Relief +
The Court being
in Agreement,

Emergency maintenance is \$31,450.00
Respondent will pay \$500.00 maintenance beginning
plus \$50.00 per month towards the

Respondent will pay \$1,000.00 to Petitioner
this sum will be credited toward
Said sum to be tendered to Petitioner's
Resp. to Petitioner as to be made directly to
savings account at IL Regional Bank
in Chardon Hills, IL 60524. Petitioner
to supply account no. this day, AND DEPOSIT SLIPS. PAYMENTS

BY RESPONDENT IN 2 EQUAL INSTALLMENTS CORRESPONDING
to said sum

INTER

EACH PARTY TO PAY THEIR OWN ATTORNEY FEES.
MOTION FOR RULE FILED BY PETITIONER IS DENIED WITH PREJUDICE.

88-521349

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 11/9/88

Margaret M. De

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

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STATE OF ILLINOIS)
COUNTY OF COOK)

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

ENTERED
JUL 27 1981
JOHN LANGRISH

vs. The Marriage of)
KEITH A. HERTSGAARD,)
Petitioner, Complainant)
Respondent,)
and)
ROLD E. HERTSGAARD,)
Respondent, Complainant)
Petitioner,)

No. 20 D 26909

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come up for hearing, upon the Complainant Petitioner's Petition for Dissolution of Marriage, and the matter having proceeded to trial, the Court having heard the evidence of the Complainant Petitioner offering proof in support of the allegations and charges contained in her Complainant Petition for Dissolution of Marriage, and the Court considering all of the evidence and arguments of counsel and now being fully informed in the premises FINDS:

1. That the Court had jurisdiction of the subject matter and of the parties hereto.
2. That the Complainant Petitioner has for more than one year last past, continuously and up to and immediately preceding the filing of her Complainant-Petition for Dissolution of Marriage, been domiciled in the County of Cook, State of Illinois.
3. That the Complainant Petitioner and Complainant-Respondent were

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lawfully married on October 1, 1960 and from that date until their separation lived and cohabited together as husband and wife, at which time the parties hereto ceased cohabiting through no fault or provocation on the part of the Counter-Petitioner.

4. That no children were born to or adopted to the marriage.

5. That during all times in which said parties lived together, the Counter-Petitioner conducted himself as a good, true and dutiful wife toward the Counter-Respondent herein; that the Counter-Respondent on the other hand, disregarding his marital obligations, has on numerous occasions pursued a course of abusive and humiliating treatment of the Counter-Petitioner, calculated or obviously of a nature to discourage or render miserable the life of the Counter-Petitioner herein as more fully set forth in the Counter-Petitioner's Petition for Dissolution of Marriage, heretofore filed in this cause.

6. That the Counter-Petitioner has established by competent material and relevant proof, all of the allegations and charges contained in her Counter-Petition for Dissolution of Marriage and the equities of the case are with the Counter-Petitioner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASES MADE AND PROVIDED, DOETH ORDER, ADJUDGE AND DECREE AS FOLLOWS:

a. That the bonds of matrimony existing between the Counter-Petitioner and the Counter-Respondent be and the same are hereby dissolved and the same are dissolved accordingly and the parties are divorced from each other;

b. That the Counter-Petitioner and the Counter-Respondent are ordered and decreed to execute and carry out all the terms and provisions of the Property Settlement Agreement dated

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September 15, 1921, which is attached hereto and made a part hereof.

C. That the tech. acq. or other right of dower, homestead, claim or title, contingent, reversionary or otherwise, and any right of courtesy and descent, and all other rights and claims of each party, and to the property of the other party, real, personal and mixed, are hereby forever relinquished, released, barred and ceded; that during the respective lifetimes each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never married to each other, and upon the death of either of them, the property, real, personal or mixed, then owned by him or her shall pass by his or her will or under the laws of descent (as the case may be) free from any right, statutory or otherwise, inheritance, dower, title or claim of the other party, as if the parties hereto had never been married to each other provided, however, that nothing hereby contained shall operate to be construed as a waiver or release by either party of the obligation on the part of the other party to comply with the provision of this judgment;

D. That this Court reserves jurisdiction of this subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this judgment.

-88-521349

JUDGE

ENTER: _____

DATE

DAVID M. GOODMAN
Attorney for the Counter-Petitioner

CLERK OF THE COURT
COURT AND VOUCHER

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 11/9/88

[Handwritten Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

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2. The parties shall not molest or interfere with each other nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

3. The husband swears that his entire annual income for the calendar year 1980 was \$30,000. The wife swears that her entire income for the calendar year 1980 was under \$5,000.00.

4. The parties make the following disposition and settlement with respect to their personal property:

- (a). All the furniture, furnishings, household goods and appliances, fixtures and appointments, books and works of art, and other items of personal property presently located in the wife's apartment shall constitute the sole and exclusive property of the wife. The only exceptions being those items listed on Attachment "A".
- (b). All the furniture, furnishings, household goods and appliances, fixtures and appointments, books and works of art and other items of personal property presently located in the husband's apartment shall constitute the sole and exclusive property of the husband.
- (c). All jewelry, watches and gemstones will be appraised by a qualified appraiser, as agreed by both parties' attorneys, prior to preparation, with the written appraisal to be submitted to said attorneys, and said property, not in the possession of the husband, is to be divided in equal shares between the two parties.
- (d). The wife shall be awarded by 1/273 Ford all property as her sole and exclusive property and she shall be responsible for any and all obligations thereon and she shall hold the husband harmless and indemnify him therefor.
- (e). The husband shall be awarded the 1974 Pontiac Bonneville Breakdown as his sole and exclusive possession and he shall be responsible for any and all outstanding obligations thereon and he shall hold the wife harmless and indemnify her therefor.
- (f). The wife is to be awarded all interest in the Wisconsin property as her sole and exclusive property and she shall be responsible for any and all obligations thereon and she shall hold the husband harmless and indemnify him therefor, after the Decree herein is entered, except that the husband shall pay all taxes and bond contract payments due thereon, including a pro-ration of the taxes and assessments incurred, but not yet due, up to the date of the entry of the Decree herein.

5. The husband hereby agrees to waive maintenance from the wife forever and agrees to pay the wife \$500.00 per month. This maintenance will cease at the first of the following that occurs:

- (a). the remarriage of the wife;
- (b). death of the wife; or
- (c). death of the husband.

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6. He agrees to pay her attorney's fees.

7. Both parties have disclosed all debts, assets, investments, business interests and equities of any kind whatsoever, over \$100.00 in value, on 5/21/88. Both parties have disclosed all gifts and transfers of money or assets made since 1/1/77 to any one but their legal spouse.

8. Both parties swear that they have no business or other investments, either presently or through others currently, or in the past 5 years, that were not disclosed in their May 21, 1988 depositions.

9. The husband and wife represent and warrant to each other that they have not heretofore incurred any debts or obligations for which their estates may be liable. The husband will be responsible for all family debts prior to the date of separation and each party will hold the other harmless on all debts they have incurred since the date of separation.

10. Both parties represent and warrant that they have fully disclosed all their assets and debts to each other. The wife waives any and all present or future right she may have in and to any of the husband's employee benefits to which the husband may be entitled to be entitled at his employment.

11. Except as otherwise hereinafter expressly provided, the parties shall and do hereby release, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this agreement.

12. Each party hereby releases and relinquishes any and all rights that he or she may now have or may hereafter acquire as spouse under the present or future laws of any jurisdiction in the share in the estate of the other party upon the latter's death; and the to act as executor or administrator of the other party's estate. This provision is intended to constitute a mutual waiver under the present or future laws of any jurisdiction whatsoever.

13. No violation or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

WITNESSES:
SIGNED AND SWORN TO before me this _____ day of _____, 1988.
Notary Public for the State of _____

SHIRLEY J.

-88-521349

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15. This Agreement shall be governed by the laws of the State of Illinois.

16. Each party shall, at any time and from time to time hereafter, take any steps and measures, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

17. The parties do hereby acknowledge that each has had independent legal advice by counsel of their own free choice and that each fully understands the facts and has fully informed as to his or her legal rights and obligations and that he or she is hereby signing and with such knowledge that each of them is signing this Agreement freely and voluntarily.

18. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement this 27th day of Sept, 1980.

Richard W. Hartsgaard
 RICHARD W. HARTSGAARD

Richard W. Hartsgaard
 RICHARD W. HARTSGAARD

PROPERTY OF CLERK OF COOK COUNTY
 SPECIALLY PREPARED BY THE
 CLERK OF COOK COUNTY
 100 N. LAUREL ST. CHICAGO, ILL. 60602

11/11/80

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Property of

ATTACHMENT "W"

M.L.

- 1. -1977 Skier
- 2. Misc. Norwegian Knick Knacks
- 3. Genealogical Books
- 4. Holograph records
- 5. Smoking pipes and rack
- 6. Personal clothing
- 7. Norwegian Blue Plates
- 8. Suitcase
- 9. Suitcase
- 10. Personalized Betty Kortsgaard drinking glasses
- 11. Round top leaf Norwegian table
- 12. Tea caddy
- 13. Plywood table
- 14. Kortsgaard History Book
- 15. 35 mm camera
- 16. Collection of 1000 slides
- 17. Electric shoe polisher
- 18. Memorial to Mrs. O. O. Kortsgaard
- 19. Electric hedge trimmer and cord
- 20. Leather college ring (given before marriage)
- 21. Yellow gold lapis ring
- 22. Yellow gold initial (the book gift)
- 23. U.S. \$10,000 gold paragon and coin (gift)
- 24. U.S. \$5.00 gold coin (gift)
- 25. Antique Inman's Hammer
- 26. Birth Certificates
- 27. Leather college 2nd century Award Pipe

[Handwritten signature]

FILED IN THE COURT OF THE DISTRICT OF COLUMBIA

BY THE CLERK OF THE COURT

DECEMBER 25 1964

DECEMBER 25 1964

-88-521349

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2nd Mail

HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11/2/88
[Signature]
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

DEPT-01
143333 TRAM 6951 11/10/88 12:42:00
47233 * C * 88-521349
COOK COUNTY REORDER

68-521349