

divorce\G-IVY\2JUDGMENT
December 4, 1989 ADG:slg

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

In Re the Marriage of:

CAROL JEAN McNEELY-IVY
Petitioner

and

AUGUSTUS JAMES IVY
Respondent

89 D 648

Case : #88D580

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come on for hearing, upon the verified Petition of CAROL JEAN McNEELY-IVY and having been resolved by agreement, the Respondent AUGUSTUS JAMES IVY, having appeared in his own proper person and through his Attorney, ARNOLD D. GOLDSTEIN, FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof,

2. The Petitioner was a resident of and domiciled in the County of Cook, State of Illinois, at the time the Petition for Dissolution of Marriage was commenced and has maintained said residence and a domicile in the State of Illinois for ninety (90) days next preceding the making of these findings.

3. That Petitioner (Wife) is 34 years of age, self-employed as a Dentist, presently residing in Chicago, Cook County, Illinois; has resided in the State of Illinois continuously for the last 90 days and has been a resident of the State of Illinois for 34 years.

4. The Respondent (Husband) is 47 years of age, employed as a Machinist residing Chicago, Cook County, Illinois.

5. The parties were married on Sept 5, 1987, at Chicago, Illinois; and, said marriage was registered in Cook County.

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6. One Child was born to the parties, namely: MATTHEW IVY, born January 16, 1988; and, that no other children were born or adopted as a result of this union and the Wife is not presently pregnant. That the said child resides with the Wife; but, both parties are a fit and proper person to have the joint care, custody, and education rights to the child; but it is in the best interest that the Petitioner have the custody of the child.

7. Petitioner and Respondent have been separated since September 5, 1987, and have lived separate and apart for a continuous period in excess of Six (6) Months, have executed and filed with this Court a Stipulation waiving the two year requirement; and, it is the finding of this Court that irreconcilable differences between the parties have caused the irretrievable breakdown of the marriage.

8. That the Petitioner has proved all the material allegations of his complaint and the Court finds that the marriage between the parties is Irretrievable, Broken and that there are Irreconcilable Differences; and that both parties are entitled to a Dissolution of the Marriage.

9. The parties hereto have entered into an Agreement which was the subject of testimony by the parties during the hearing on this proceeding, concerning the questions of the care, custody, support and visitation rights of the child and maintenance of the Petitioner, attorneys 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.

9. Said Agreement was entered into freely and voluntarily between the parties hereto and should receive the approval of this Court to be made a part of this Judgment and it is in words and figures as follows:

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ARTICLE I
Property Settlement

1.01 That during the course of the marriage the parties have acquired no property that could be considered as Marital Property.

1.02 AUTOMOBILES: Each party shall have the exclusive ownership of any motor vehicle now in their respective possession. Each party shall be responsible solely for any indebtedness on each asset herein assigned and each party shall execute any title documents to carry out the purposes and intents of this provision.

ARTICLE II
CUSTODY, VISITATION, SUPPORT, ETC.

2.01 CUSTODY AND GENERAL VISITATION:

The Wife shall have the sole care, custody, control and education of the minor child of the parties and the Husband shall have rights of visitation including but not limited to those hereinafter set forth.

2.02 SUPPORT

A. DEFINITION:

1. "TAKE HOME PAY" is gross income minus the following deductions.

- a. Federal Income Tax (using standard deduction).
- b. State Income Tax (use standard deduction).
- c. Social Security Deductions.
- d. Mandatory Pension Deductions.
- e. Union Dues.
- f. Individual and Dependant health/hospitalization insurance premiums.
- g. Prior obligations of support or maintenance actually paid per Court Order.

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- h. Expenditures for repayment of debts that represent reasonable and necessary expenses for the production of income, medical expenditures necessary to preserve life or health, reasonable expenditures for the benefit of the child and other parent exclusive of gifts. This paragraph shall not be construed that Respondent has the right to pay and of the Child's expenses directly, except for Medical & Dental Expenses.

(As more fully set forth in the Illinois Marriage and Dissolution of Marriage Act located in Chapter 40 of the Illinois Statutes.)

2. EMANCIPATION EVENT: With respect to the minor child, the "Emancipation Event" shall occur or be deemed to have occurred upon the earliest of the following to happen, at which time the Husband's obligation for the child as detailed in the Agreement shall terminate;

1. Upon the child reaching majority or completing high school, whichever event last occurs;

2. The child's marriage;

3. The child having a permanent residence away from the permanent residence of the residential parent;

4. The child's death;

5. The child engaging in full-time employment, except that said full-time employment during the child's summer vacation or vacation periods or during the time allowed for the child to complete a post-secondary education shall not be deemed an emancipation event.

3. AMOUNT OF CHILD SUPPORT: Husband shall pay to the Wife for the support of the minor child on the fifteenth day of each

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month an amount equal to greater of \$300.00 per month or 20% of his net take-home pay.

2.03 VISITATION RIGHTS OF THE HUSBAND:

A. The Husband shall have the right of reasonable visitation including but not limited to:

A. OVERNIGHT: Overnight visitation at the Husband's place of residence on alternating (every other) weekends of each month, from 6:30 PM on Friday until 7:00 PM on Sunday. Provided, however, that in the event Husband does not intend to exercise the rights hereunder, he shall so notify Wife at least 48 hours prior to the beginning of the visitation.

B. WEEKDAY VISITATION: Weekday visitation on Wednesday (or on another day per week as the parties may agree) from 5:00 PM until 7:30 PM. Husband does not intend to exercise the rights hereunder, he shall so notify Wife at least 48 hours prior to the beginning of the visitation.

C. SUMMER, HOLIDAY & SCHOOL VACATIONS: The Husband shall have the right of visitation:

1. For one half of all school vacation, such as, Xmas, Spring, and between semesters; and three weeks during the Summer. Husband does not intend to exercise the rights hereunder, he shall so notify Wife at least 4 weeks prior to the beginning of the visitation.

2. For alternating customary legal, religious and school holidays.

3. For Father's day & Father's Birthday (providing it does not interfere with school).

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4. For alternating Child's Birthday (providing it does not interfere with school).

B. TAX EXEMPTIONS: Based upon the current support of \$300.00 per month, the wife shall have the sole and exclusive right and privilege of deducting as her dependent, the minor child for both federal and state income tax purposes.

ARTICLE III

LIFE AND MEDICAL, DENTAL AND RELATED EXPENSES:

3.01 Each Party to Pay his/her Own Medical Expenses:

Except as herein provided, each party shall be responsible for his or her own medical expenses.

3.02 Basic Medical, Dental & Related Expenses for the Child: WIFE shall be solely responsible and pay all ordinary, regular, and basic medical, dental, and similar expenses for the child until said child has reached majority or completed her education whichever is last to occur.

3.03 Extraordinary Medical, Dental & Related Expenses for Child: Each party shall be responsible for one half of all extra-ordinary medical, dental, surgical, and hospital expenses incurred for the said child until said child has attained majority, or has completed its education, whichever is last to occur. The term extra-ordinary shall include without limitation, teeth straightening, or major dental work, psychological, psychiatric, optical, operations, orthodontia care, medical and hospital care for the child, and services rendered as a result of serious illness, which require hospitalization or extended medical care; but, shall not include routine check-ups, minor ailments, drug supplies, dental prophylaxis and the filling of simple cavities and the like.

3.04 Notice to Husband Required before incurring Extraordinary Expenses: In the event of the

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need for extra-ordinary or hospital care for said child, Wife agrees to consult with Husband and obtain Husband or Court's approval before incurring such expenses in each of said instances. It is understood by both parties hereto, that the Wife's obligation to consult with the Husband does not apply in cases of grave emergency.

3.05 Medical Insurance:

Husband shall provide at his own expense, health insurance coverage for the expenses referred to herein, and shall provide written evidence of same, and any identification cards or copy of policy (if a card or copy is available) that can be immediately available to Wife in case of an emergency on the part of the child.

3.06 Life Insurance:

Husband presently has three children by a prior marriage. Husband agrees that existing policies of life insurance will be changed to provide that the child of this marriage will receive 25% of the proceeds of all insurance policies on the husband's life, for as long as the husband is obligated to support and/or educate this child.

ARTICLE IV

EDUCATION EXPENSES FOR THE CHILD

It is the intention of the parties to provide both of their child with a Undergraduate, Graduate, Professional and/or Trade School education in Accordance with the prevailing Illinois Law.

ARTICLE V

DEBTS AND OBLIGATIONS

5.01 Each of the parties agrees that, except as otherwise herein provided, he or she shall be responsible for all of his or her own outstanding bills, debts, credit cards and obligations incurred by him or her prior to the date of separation.

5.02 Further, after the date of separation, each of the parties agrees that he or she shall be responsible for his or her own bills, debts, credit cards and obligations and hold each

other free, harmless and indemnified from any past, present and/or future claims.

ARTICLE VI
MAINTENANCE AND PROPERTY SETTLEMENT

6.01 WAIVER OF MAINTENANCE:

Both parties are healthy, employed, earning sufficient funds to support themselves. In consideration of the mutual promises, except as herein provided, each party now and forever, for himself, herself, and their legal successors and interest, waives all claims of maintenance and spousal support now existing or hereafter existing against the other party.

6.02 DIVISION OF PERSONAL PROPERTY:

The parties having been previously separated prior to the filing of this proceeding, have already divided and have in their own possession all of the non-marital property and a fair share of the marital property accumulated during the marriage.

6.03 PERSONAL PROPERTY IN EACH PARTIES POSSESSION:

Except as herein provided, each party shall retain as his or her own property, all of the property presently in their possession and any automobiles which they are in possession or control of subject, that the party in control of an asset shall be responsible for the debt on that asset and shall hold the other party free, harmless and indemnified.

ARTICLE VII
ATTORNEY'S FEES

7.01 Each of the parties shall be responsible for his or her own attorney's fees, if any, necessitated by the preparation of this Agreement, and the inclusion of this agreement in the Judgment for Dissolution of Marriage.

7.02 In the event a party is required to retain counsel for the purposes of enforcing, or defending a Petition to enforce, and of the terms and conditions of

this Agreement, or Judgment for Dissolution of Marriage, and the Court finds in favor of the party required to retain counsel to enforce and/or defend this Agreement, the other party shall be responsible and pay all attorney's fees, costs and expenses.

ARTICLE VIII
GENERAL

GENERAL PROVISIONS

A. ACKNOWLEDGEMENT OF FULL DISCLOSURE: Both parties hereby specifically represent, and it is upon such representation that this Agreement is entered into, that each of them has had this Agreement and the legal effect of each of the provisions hereof fully explained to him or her by his or her respective legal counsel, and that such legal counsel have participated in the drafting of this Agreement. This instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other respecting their income, assets and liabilities.

B. INCLUSION OF AGREEMENT IN JUDGMENT: In the event either party hereto at any time hereafter obtains a Dissolution of Marriage, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, and the effective date of this Agreement shall be the date of the entry of said Judgment.

C. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

D. HEADINGS: The headings of each Article of this Agreement are for convenience only and are subordinate to the substance of the provisions in which they appear.

E. CONSTRUCTION OF AGREEMENT: The statutory and decisional law of the State of Illinois shall control the construction and enforcement of the terms and provisions of this Agreement. In the event a Court of competent jurisdiction at any time hereafter holds invalid any term or provision of this Agreement, the

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remaining terms and provisions shall not be affected thereby and shall continue in full force and effect.

F. APPROVAL OF AGREEMENT BY COURT: In the event any Court of competent jurisdiction alters, changes, modifies, or declines to approve any term or provision of this Agreement, then any pending proceeding before such court shall be suspended in order that HUSBAND and WIFE have an opportunity to consider the court's alteration, change, or modification of this Agreement and, if necessary, renegotiate all or any part hereof.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AS FOLLOWS:

A. The bonds of matrimony now existing between the Petitioner, CAROL JEAN McNEELY-IVY, and the Respondent, AUGUSTUS JAMES IVY, be and the same are hereby dissolved pursuant to statute.

B. The Settlement Agreement between the Petitioner and Respondent as herein above set forth in full, is made a part of this Judgment for Dissolution of Marriage and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court, each of the parties hereto shall perform under the terms of said Agreement.

C. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

D. Except as provided in the Settlement Agreement, any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto,

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except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

E. This Court expressly retained jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including the terms of the Agreement incorporated herein.

Dated: _____

Entered: _____

Carol Jean McNeely-IVY
/s/ CAROL JEAN MCNEELY-IVY

Augustus James IVY
/s/ AUGUSTUS JAMES IVY

Approved as to Form

by: *Arnold D. Goldstein*
/s/ Arnold D. Goldstein
Goldstein & Lamb
Attorney for Husband
221 North LaSalle,
Chicago, Illinois 60601
(Area 312) 606 0040

Approved as to form:

by: *Lester L. Barclay*
/s/ Lester L. Barclay
Attorney for Wife
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(312) 715-1313

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