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STATE OF ILLINOIS)
)) SS.
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF:	)	
	)	
DARYL R. BERRY,	)	
Petitioner and Counter Respondent	)	
	)	
and	))	No. 88 D 8539
	)	
CARMELITA A. BERRY,	)	
Respondent and Counter Petitioner	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the verified Counter Petition for Dissolution of Marriage of the Counter Petitioner CARMELITA A. BERRY, appearing by Attorney F. Dennis France of Howard, Howard & France, her attorneys, and DARYL BERRY; the Counter Respondent appearing pro se; the Court having jurisdiction of the parties and of the subject matter,

FINDS:

1. That at the commencement of this action, the Counter Petitioner resided in the State of Illinois, and has maintained said residence for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.

2. That the parties were married on October 29, 1983 and said marriage took place in Chicago, Illinois and was registered at Cook County, Illinois.

3. That two children were born to the parties as a result of this marriage, namely DANIELLE RENEE BERRY, born April 11, 1984 and now 5 years old, DIONNE ROCHELLE BERRY, born February 25, 1986 and now 4 years old, no children were adopted by the parties. The defendant is not now pregnant.

4. That the grounds for dissolution of marriage, extreme and repeated mental cruelty, without cause or provocation by the counter respondent, have been proven.

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5. The parties have entered into a written Agreement and that 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 Agreement, has found the Agreement not to be unconscionable, and to be a satisfactory resolution of the matters contained therein, including, but not limited to, custody, maintenance and the disposition of property; that it is the desire of the parties that the terms of this written Agreement become binding upon them and a part of this Judgment for Dissolution of Marriage. The provisions of the written Agreement are as follows:

3/14/90

AGREEMENT

THIS AGREEMENT entered into this 26 day of March, 1990 by and between CARMELITA A. BERRY, of Chicago, Cook County, Illinois, hereinafter referred to as "Wife"; and DARYL R. BERRY, of Chicago, Cook County, Illinois, hereinafter referred to as "Husband".

WHEREAS:

A. The parties were married on October 29, 1983 in Chicago, Cook County, Illinois.

B. Two children were born to the parties as a result of their marriage, namely DANIELLE RENEE BERRY, born April 11, 1984, and DIONNE ROCHELLE, born FEBRUARY 25, 1986. No children were adopted by the parties. The Wife is not now pregnant.

C. Without collusion as to any dissolution of marriage proceedings between the parties and without prejudice to any right of action for dissolution of marriage which either may have, the parties hereto consider it to be in their best interests to settle between themselves now and forever their rights growing out of the marital or any other relationship now or previously existing between them, and to settle any rights which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have in or to any property of the other of every kind, nature and description, whether real or personal, now owned or which may hereafter be acquired by either of them or any rights or claims in and to the estate of the other.

D. The Wife is represented by Attorney F. Dennis France of Howard, Howard & France. The Husband is an Attorney, and is representing himself. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other; that each has been fully informed of his or her respective rights in the premises; that each fully understands all the terms, conditions and provisions of this Agreement; that each believes the

same to be fair, just, adequate and reasonable to each of them; and that the parties freely and voluntarily accept such terms, conditions and provisions.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

1. JOINT CUSTODY AND JOINT PARENTING AGREEMENT. The parties agree that they are both concerned and caring parents and that it is in the best interests of their minor children, that their custody be awarded jointly to their parents. The parties agree to Joint Parent the children as follows:

A. The Wife shall be the primary residential parent, with whom the children shall reside on a daily basis.

B. The Husband shall have reasonable and liberal visitation.

C. The parties agree that the children shall spend alternate weekends, from 7:00 p.m. Friday until 7:00 p.m. Sunday, with the Husband; the parties shall alternate national and religious holidays (Christmas Eve and Christmas Day, and New Year's Eve and New Years Day being considered separate holidays); the parties shall alternate the children's birthdays; the children shall be with the Husband on his birthday and on Fathers' Day; the children shall be with the Wife on her birthday and on Mothers' Day; the Husband shall have the children for parts of their summer vacations from school; the children shall be with the Husband on Tuesday, when wife is now around 6 p.m. Wednesday and Thursday evenings from 6:00 p.m. to 8:00 p.m. during the school year. Regular day is Tuesday.

D. The Husband agrees that during periods of overnight visitation at Husband's residence, there shall be no other family member's or adult person present to whom the Husband is not married.

E. The parties understand and agree that the above schedule should be considered to be primarily guidelines, not limitations, and that they will be flexible in making changes to accommodate their own individual schedules and plans as well as the schedules and plans of the children. The parties are aware of the fact that as the children get older, their activities and plans may very well conflict with the above suggested guidelines and the parties agree to be flexible, and, when possible, to make up lost time. Husband is also aware that as the children get into school on a full time basis, the above provided weekend visitation schedule may be difficult to maintain.

F. Each party shall have equal access to children's school, medical and dental records and each party agrees to see that other receives said copies. Each party shall make such arrangements as will allow each party to have direct information from the children's schools and from medical, dental and other professionals.

G. The parties agree to discuss the major decisions affecting the children's health, education, religious training and general welfare prior to making any major decisions.

H. They agree that in the event they cannot agree on major decisions affecting the children's health, education, religious training or well being, they shall enter into mediation in an attempt to resolve said dispute before filing any court proceeding. The cost of mediation, if any, shall be shared equally by the parties.

I. Notwithstanding the foregoing, each party shall retain the right to make day to day decisions concerning the children while they are in the parties' respective homes.

J. The parties agree that they will use their best efforts to foster the children's respect, love and affection towards either party and will fully cooperate in implementing a relationship giving the children a maximum feeling of security.

K. This Joint Custody and Joint Parenting Agreement shall be reviewable annually at the request of either party.

2. CHILD SUPPORT. The Husband shall pay child support in an amount equal to twenty-five percent (25%) of his properly computed net income. Net income shall be computed by taking the Husband's weekly gross income, and subtracting from that total his federal and state income tax withholdings, based on one dependency exemption, his social security withholding, and mandatory pension withholding. This formula is substantially that set forth in the Illinois Marriage and Dissolution of Marriage Act. Although the Husband is currently a self-employed attorney and his income is irregular he has represented that he will be starting a position as an attorney for Fast Fax, Inc. in the near future and that his gross salary will be approximately $37,000.00 per year and that his estimated net will be $_____ per _____. Child support payments shall be $ 300.00 per MONTH. The child support payments shall be made through the Clerk of the Circuit Court of Cook County, Illinois.

Child support shall be reduced to twenty percent (20%) of the Husband's net income, as defined above upon the oldest child becoming emancipated.

As long as the Husband is current on the child support provided herein, he shall be entitled to claim the oldest child, DANIELLE RENEE BERRY as a dependent on his federal and state income tax returns. The Wife shall be entitled to claim the younger child, DIONNE ROCHELLE BERRY as a dependent on her federal and state income tax returns.

The Husband is in arrears in child support payments under a temporary order in the sum of $730.00 and that Husband shall pay said sum in full within ninety days of the entry of a Judgment for Dissolution of Marriage in the pending matter.

3. EMANCIPATION EVENTS. A child shall become emancipated upon the first to happen of any of the following events:

A. Her obtaining majority or completing high school, which shall be completed by the end of her 18th year, whichever is last to occur.

B. A child's marriage.

C. A child having a permanent residence away from the permanent residence of the Wife. A residence at a boarding school, camp, college or trade school is not to be deemed a residence away from the permanent residence of the Wife.

D. A child's death.

E. A child's entry into the armed forces of the United States.

4. MEDICAL AND DENTAL EXPENSES AND INSURANCE COVERAGE. The Husband shall provide and pay for the extraordinary medical, dental, psychiatric, psychological and pharmaceutical expenses of the children until a child becomes emancipated, or his obligation to contribute to post high school education costs have terminated. The term "extraordinary" as used in this paragraph shall include major dental work, orthodontic care, surgical expenses, psychiatric expenses, psychological expenses, expenses of serious accidents, serious illnesses requiring medical care and/or hospitalization and the like, but shall not include routine checkups, minor ailments, drug supplies when under twenty-five dollars ($25.00), dental prophylaxis and the filling of simple cavities and the like, all of which are the obligation of the Wife. The Wife agrees, in the event of serious illness or if the need for extraordinary medical, surgical or dental care arises, that she will consult with the Husband before incurring expenses for any of said conditions. It is understood by both parties that the Wife's agreement to consult with the Husband shall not apply to cases of emergency where immediate care and treatment is necessary.

The Wife carries medical insurance covering the children. She agrees to maintain such insurance coverage, or, in the alternative, substantially similar coverage. Wife shall each supply the Husband with a copy of the medical insurance card upon his request. It is understood that the Wife's insurance is the

primary insurance and that the Husband will attempt to obtain medical insurance to cover most of what the Wife's insurance does not cover. The parties agree to cooperate and to submit claims for all medical, dental and related expenses covered by insurance. It is understood by the parties that the aforesaid insurance coverage only covers a child over the age of 18 as long as said child is a dependent, under age 23 and a full time student. The Husband shall attempt to obtain dental insurance coverage for the minor children and, if available, he shall supply Wife with a dental insurance card. The parties' medical and dental responsibilities under this paragraph 4 for each of the children will continue only until a child can no longer be covered on their insurance; which includes the period after a child reaches the age of 18, provided she is a full time student.

5. LIFE INSURANCE. The parties shall each maintain in full force and effect all of their current life insurance policies; the Husband shall name the Wife as trustee for the use and benefit of the children on all insurance on his life. The Wife has two other children not of this marriage and has obligations towards them, she will maintain all of her children as beneficiaries of her life insurance. The beneficiary clauses of the policies shall be made irrevocable during the minority of the children and until the youngest child completes high school and or college or trade school, whichever is the last to occur. Each party shall furnish proof to the other that the above said beneficiary designations have been made and neither shall borrow against, pledge, encumber or otherwise hypothecate their policies during said period of time. The Husband will obtain within thirty days of Judgment a $100,000.00 term life insurance policy on his life. The Wife currently has life insurance through her employment by the Chicago Board of Education.

6. POST HIGH SCHOOL EDUCATION. The parties shall contribute to the higher education of the children, provided they are financially able and the children are qualified per statute, Section 513 of the Illinois Marriage and Dissolution of Marriage

Act. Post high school education shall include college, university, and/or trade school. In the event the children shall attend college, university and/or trade school it is understood that the parties' obligations under this paragraph shall not extend for a period longer than five (5) years from the date of the graduation of each child from high school. The parties shall cooperate with the children in preparing and filing applications for financial aid and/or student loans.

7. WIFE'S REAL ESTATE. The parties acknowledge that the Wife is sole owner as her non-marital property, of the real estate commonly known as 6936 South Paxton, Chicago, Cook County, Illinois and legally described in Exhibit A attached hereto. The Husband shall within five days of the entry of a Judgment for Dissolution of Marriage in the pending dissolution of Marriage case execute and deliver to Wife a quit claim deed conveying any and all right title and interest he may have or claim in said real estate to Wife. The Wife hereby indemnifies and holds the Husband harmless on all mortgage payments, real estate taxes and all other obligations on said property. In the event the Husband does not execute and deliver the said quit claim deed then this agreement, after incorporated into the Judgment dissolving the parties' marriage shall be considered his waiver of any rights to said real estate.

8. HUSBAND'S REAL ESTATE. The parties acknowledge that the Husband is sole owner as his non-marital property, of the real estate commonly known as 7155 South Oglesby, Chicago, Cook County, Illinois and legally described in Exhibit B attached to this Agreement. The Wife shall within five days of the entry of a Judgment for Dissolution of Marriage in the pending dissolution of Marriage case execute and deliver to Husband a quit claim deed conveying any and all right title and interest she may have or claim in said real estate to Husband. The Husband hereby indemnifies and holds the Wife harmless on all real estate purchase contract payments, mortgage payments, real estate taxes and all other obligations on said property. In the event the Wife does not execute and deliver the said quit claim deed then this

agreement, after incorporated into the Judgment dissolving the parties' marriage shall be considered her waiver of any rights to said real estate.

9. HOUSEHOLD FURNITURE AND FURNISHINGS. Each party shall be sole owner of all household furniture and furnishings located in the real estate occupied by him/her.

10. AUTOMOBILES. The Wife shall be the sole owner of a 1986 Dodge Caravan motor vehicle, title to which is registered in her name; she shall be solely responsible for all outstanding balances due on said vehicle and she shall indemnify and hold the Husband harmless thereon. The Husband shall be sole owner of a 1984 Oldsmobile motor vehicle, title to which is registered in the his name; he shall be solely responsible for all outstanding balances due on said vehicle and he shall indemnify and hold the Wife harmless thereon.

11. CHECKING AND SAVINGS ACCOUNTS. The parties hold no checking, savings or other accounts as joint tenants. They agree that any accounts standing in their own individual name shall belong to that party in whose name the account is in. The parties agree that in the event any joint checking, savings or other accounts are discovered that they shall split evenly the balances in any such joint accounts.

12. PENSION, PROFIT-SHARING OR OTHER RETIREMENT ACCOUNTS. Each party waives any claim to any pension, profit sharing, I.R.A., or other retirement and or deferred compensation plan in which the other may have any interest.

13. PERSONAL POSSESSIONS. Each party shall keep as his/her own, all rings and other items of personal possessions.

14. DEBTS. Each party has charge and credit accounts and other obligations in his/her own name. (Among other indebtednesses, the Wife has accounts at Wards and Stevens and the Husband has obligations to the Internal Revenue Service and possible student loan obligations). The parties each agree to be solely responsible for all accounts in her/his own name and to indemnify and hold the other harmless thereon. The parties agree

that if any accounts are discovered which are joint accounts, and there is an outstanding balance due thereon, that the party incurring the debt shall pay the debt.

15. PENDING LAW SUIT. The Husband is currently party plaintiff in Law Division case #85 L 21959. Wife waives any interest in the proceeds of said matter.

16. ORDER OF PROTECTION. Wife is currently the Petitioner in a Domestic Violence Proceeding pending in another division of the Circuit Court of Cook County, Illinois. She has alleged that Husband has violated orders of protection and proceedings are pending and being prosecuted by the State's Attorney of Cook County, Illinois. Wife shall advise the State's Attorney that she has agreed not to continued with the current prosecution, however, she will request the State's Attorney to have the current Order of Protection extended for as a two year plenary Order of Protection. Husband shall not violate said Order of Protection.

17. NON-INTERFERENCE. Each party shall remain completely free from interference of any sort from the other in all aspects of their lives, and shall each conduct themselves toward each other as if they were not married to each other.

18. MAINTENANCE. Each party waives her/his right to maintenance (alimony) from the other. They acknowledge that by waiving the right to maintenance that neither of them may come into this or any other court at any later date and request maintenance.

19. ATTORNEYS' FEES. Each party shall be solely responsible for his/her own attorneys' fees and costs in this matter.

12. MISCELLANEOUS PROVISIONS.

A. Except as otherwise provided in this Agreement, it is expressly agreed by and between the parties that the inchoate or other rights of dower, homestead, claim or title, contingent, reversionary or otherwise, and any right of curtesy and descent, and all other rights and claims of each in and to the property of the other party, real, personal and mixed, shall be and the same are hereby forever relinquished, released barred, terminated and ended, and that during their

respective lifetimes each of the parties hereto shall deal with his or her separate estates as if the parties had never been married to each other, and upon the death of either of them, the property, real, personal or mixed, then owned by him/her, shall pass, by his/her Will, or under the laws of descent, as the case may be, free from any right, statutory or otherwise, of inheritance, dower, title or claim of the other party, as if the parties had never been married to each other; that neither the Husband nor the Wife shall at any time hereafter sue the other of them, or her/his heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished, waived, discharged, released, barred and terminated hereunder; and the parties further agree that in the event that any suit shall be commenced, this release when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted.

That this instrument contains the whole and entire Agreement made between the parties, has been examined by each of them and is in full conformance with their understanding and agreement, and that this Agreement has been voluntarily, knowingly and understandably entered into by them, and that this instrument contains their Agreement, it being understood that all prior agreements, verbal or written, which are in any way inconsistent with this Agreement, are hereby expressly acknowledged to be null and
void and to have no effect whatsoever.

The parties agree that, except as to provisions relating to the minor children of the parties, this Agreement shall be non-modifiable under the provisions of Section 502 (f) of the Illinois Marriage and Dissolution of Marriage act.

It is understood that in the event that the Court shall find this Agreement to be non unconscionable and sees fit to grant a Judgment of Dissolution of Marriage based on the Wife's Petition, the terms of this Agreement shall be

incorporated into and made a part of the Judgment of Dissolution of Marriage as being the full and complete settlement and adjustment of the respective rights and claims of the parties to this Agreement, and that this Agreement shall survive the entry of a Judgment of Dissolution of Marriage in this cause, and shall be binding and conclusive upon the parties, their respective heirs, personal representatives, grantees, devisees or assigns, whether or not actually made a part of the Judgment of Dissolution of Marriage.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CARMELITA A. BERRY

DARYL R. BERRY

EXHIBIT A

Lot 8 in Block 3 in Bryn-Mawr Highland Subdivision of the North 3/4 of the EAst 1/8 of the West 1/2 of the South East 1/4 in Section 24, Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

Commonly known as 6936 South Paxton Avenue, Chicago, Illinois

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. That the counter-petitioner's, CARMELITA A. BERRY'S Counter 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 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 provisions of the Agreement, incorporated in this Judgment for Dissolution, shall not be modifiable, and that each of the parties is expressly precluded and limited from modifying said provisions, other than those provisions concerning custody, child support, and child related matters, or other than by written agreement of the parties, pursuant to Section 502 (f) of the Illinois Marriage and Dissolution of Marriage Act.

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

ENTER: ENTERED

JUDGE MAR 26 1990

H. FELDMAN 38

Howard, Howard & France - #4790
Attorneys for the Defendant
77 W. Washington St.
Chicago, Illinois 60602
726-8766

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DEPT-01 RECORDING $27.50
T#1111 TRAN 1322 03/27/90 09:40:00
#2879 # A *-90-134580
COOK COUNTY RECORDER

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-26-90

Aurelia Pucinski

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