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94562742 2 Atty. #26075

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

IN RE THE MARRIAGE OF)
)
 ZENINA WHITE,)
)
 Petitioner)
)
 and)
)
 DARRIN WHITE,)
)
 Respondent.)

94562742

No. 92D-12030

DEPT-01 RECORDING \$33.50
 T40014 TRAN 2056 06/28/94 11:11:00
 \$9648 ÷ AR *-94-562742
 COOK COUNTY RECORDER

NOTICE

NOTICE IS HEREBY GIVEN that a Judgment for Dissolution of Marriage was entered on June 15, 1994; a true and accurate copy of said Judgment is hereby attached and made a part of this Notice.

By said Judgment, ZENINA WHITE relinquished any and all claims she had in the property at 3426 S. Giles, Chicago, Illinois, legally described as follows:


THE SOUTH 21.06 FEET OF THE NORTH 51.65 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 7 (EXCEPT PART TAKEN OR USED FOR ALLEY IN BLOCK 1 IN DYER AND DAVIDSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3426 S. Giles, Chicago, Illinois
PIN: 17-34-121-074

DARRIN WHITE has paid ZENINA WHITE \$10,000.00, receipt of which is hereby acknowledged.


 A. DONALD BAUMGARTNER

Subscribed and sworn to before me this the 20th day of June, 1994.


 Notary Public

This document prepared by and MAIL TO:

A. DONALD BAUMGARTNER
 Law Offices of BAUMGARTNER & GOLDSTEIN
 Attorney for Petitioner
 969 South Elmhurst Road
 Des Plaines, Illinois, 60016
 (708) 593-8090
 Atty. #26075



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Atty. #26075

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

IN RE THE MARRIAGE OF)
)
 ZENINA WHITE,)
)
 Petitioner,)
)
 and) No. 92D-12030
)
 DARRIN WHITE,)
)
 Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY CAME AGAIN the Petitioner, ZENINA WHITE, by and through her attorney, A. DONALD BAUMGARTNER, Law Offices of BAUMGARTNER & GOLDSTEIN, and the Respondent, DARRIN WHITE, having filed his Appearance *pro se*, and this cause coming on for a hearing upon the Petition for Dissolution of Marriage of the Petitioner, and the Court having heard the testimony in open court of the Petitioner in support of the allegations contained in this Petition for Dissolution of Marriage, the Court, having considered all the evidence and now being fully advised in the premises, FINDS THAT:

1. This Court has jurisdiction of the parties hereto and of the subject matter hereof;
2. The Petitioner was domiciled and resided in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile and residence in the State of Illinois for ninety (90) days next preceding the making of the findings;
3. The parties were lawfully married on October 20, 1990, and said marriage was registered in Chicago, Illinois;
4. One child was born to the marriage of the parties, namely: SEAN DARIUS, age 5, born on September 2, 1988; the wife is not presently pregnant; and no children were adopted during this marriage;

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DES PLAINES, ILLINOIS

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5. Petitioner and Respondent have been living separate and apart for a continuous period of not less than six months, and irreconcilable differences have arisen between the parties which have caused the irremediable breakdown of the marriage, and all attempts to reconcile have failed;

6. The Petitioner has proved the marital allegations of her Petition for Dissolution of Marriage by substantial, competent, and relevant evidence; and a Judgment for Dissolution of Marriage should be entered herein;

7. The parties hereto have entered into an oral agreement concerning the questions of maintenance for the Petitioner (herein referred to as "Wife") and the Respondent (herein referred to as "Husband"); the matters of custody, support, visitation, medical and related needs, and the education of the child of the parties; 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 all other matters, including the debts of each party, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court, and it is in words and figures as follows:

7.1 The Wife shall be granted the sole care, custody, control, and education of the parties' minor child.

7.2 The Husband shall have the rights of reasonable and liberal visitation with the minor child upon the days and times as the parties agree, including weekend visitations, overnight visitation, weekday visitation, and summer and Christmas holidays. Specifically, said visitation shall include the following: every Sunday from 10:00 a.m. to 6:00 P.M., except that the Wife-mother will have the child every year on Mother's Day and every Easter. The Wife-mother shall make the child available for reasonable phone calls between 7:00 P.M. and 8:00 P.M. If the Husband-father is to be late for any visitation, he shall give reasonable notice.

7.3 Husband represents that his net take-home pay as of April 30, 1994, is \$288.98 every two weeks. The Husband is not working full-time at the present time. When the Husband obtains full-time employment (40 hours per week), he shall give a notice to the Wife and a copy of his then most recent pay stub showing full-time employment, it being agreed by the parties that the Husband is to pay 20% of his net take-home pay based upon full-time employment which shall be retroactive to the time of full-time employment.

Until such time as Husband obtains full-time employment, Husband shall pay to the Wife directly, and not through the Clerk of the Circuit Court of Cook

County, Illinois, commencing with the date of the entry of this Judgment for Dissolution of Marriage between the parties, the sum of \$57.00 every two weeks, child support, payable beginning with the first Friday of the effective date of this Judgment. Said payments are based upon the Husband's present net income of \$288.98 every two weeks as of April 30, 1994.

7.4 Within 30 days of filing and no more than 30 days after the due date of both the federal and state income tax returns, the Husband and Wife shall exchange true and accurate copies of their federal and state income tax returns, all attached schedules, and W-2 forms, ~~as long as either party has an obligation for child support, maintenance, or other types of payment that may be due the other.~~

7.5 Husband and Wife shall pay one-half each for all orthodontic care and for the extraordinary medical, surgical, optical, and dental care of the minor child. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, psychiatric or psychological care, and operations. In the event of serious illness of the minor child or the need for hospital, surgical, optical, or orthodontic or extraordinary medical or dental care, Wife shall consult Husband before incurring expenses for the purpose of allowing Husband to select a doctor or dentist who will be willing to cooperate with Husband's employee insurance plan for payment. It is understood by both parties that Wife's obligation to consult Husband before incurring expenses in any of these instances shall not apply in cases of emergency where the child's life or health might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, even after said expense is incurred.

7.6 At the present time the Wife has health insurance for the minor child through her employer. In the event that the Wife is required to pay for the health insurance of the minor child or in the event the Husband's policy of health insurance is superior to the policy offered by the Wife, then the Husband, at his sole expense, shall obtain and maintain in full force and effect a major medical and hospital insurance policy covering possible major medical and hospital needs of the child. Husband shall obtain such policy and deposit a copy with the Wife.

7.7 The Husband shall be allowed to allocate the first \$5,000.00 of any insurance policy on his life through his employer so that said policy may be used for the Husband's funeral expenses upon his death. The balance of any insurance policy offered by the Husband's employer, which amount shall not exceed \$15,000.00, shall be used for the minor child until the child obtains the age of twenty-one (21) years old. Any life insurance benefits that exceed \$20,000.00 (\$5,000.00 plus \$15,000.00) shall be named for any other beneficiary

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or third person as the Husband deems fit. The amount allocated for the minor child shall name the child as an irrevocable beneficiary of said policies under said limits until the child obtains twenty-one (21) years old. The Husband shall deposit a copy of said policy with the Wife.

7.8 Both Husband and Wife shall be jointly responsible for college education, trade school education, or other further education of the child of the parties based upon their then present abilities to pay.

7.9 The Wife and Husband both agree to waive any rights of maintenance or alimony against one another, either past, present, or future.

7.10 During the marriage the Husband acquired certain real property located at 3420 S. Giles, Chicago, Illinois, in his own name. After the Petition for Dissolution of Marriage was filed in this matter, the Husband transferred said interest in said property to his mother. In exchange for the Wife's waiver of any and all interest in said property, the Husband shall pay to the Wife the sum of \$10,000.00 upon the entry of the Judgment for Dissolution of Marriage.

7.11 Wife shall receive ownership of any automobile now in her possession and Husband shall receive ownership of any automobile now in his possession, free and clear of any right of the other, but subject to any and all unpaid loans or assessments against said vehicles, and each party hereby indemnifies the other of and from any and all loss or damage arising in connection with any loans against their respective automobiles or any other matters arising out of the use or ownership of said vehicles.

7.12 Any and all debts which would be classified under the Illinois Family Expense Act which were incurred since the parties separated shall be the debts of the Wife and Husband respectively, free and clear of each other. Each party agrees to indemnify the other from any and all losses incurred thereunder.

7.13 Wife shall keep as her sole property, free and clear of any interest of Husband, all of the funds on deposit or IRA accounts held by Wife in any bank or depository or safety deposit box and standing in her name or that of her nominee or Wife and any third party. Husband shall execute, upon demand by Wife, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

7.14 Husband shall keep as his sole property, free and clear of any interest of Wife, all of the funds on deposit or IRA accounts held by Husband in any bank or depository or safety deposit box and standing in his name or that of his nominee or Husband and any third party. Wife shall execute, upon demand

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CHICAGO, ILLINOIS

by Husband, any and all documents necessary to effectively release any claim or interest held by her in those accounts.

7.15 Husband shall have the sole right, title, and interest in his pension and/or profit-sharing plan, if any, including, but not limited to, past, present, and future contributions, profits, income, interest, and principal, whether contributed by Husband or his employer or both and whether unvested, partially vested, or fully vested, free and clear of any and all claims to Wife. Wife waives any interest or right to participate, either directly or indirectly, in the Husband's pension and/or profit-sharing plan, if any.

7.16 Wife shall have the sole right, title, and interest in her pension and/or profit-sharing plan, if any, including, but not limited to, past, present, and future contributions, profits, income, interest, and principal, whether contributed by Wife or her employer or both and whether unvested, partially vested, or fully vested, free and clear of any and all claims to Husband. Husband waives any interest or right to participate, either directly or indirectly, in the Wife's pension and/or profit-sharing plan, if any.

7.17 Any and all other property, except as otherwise provided in this Judgment, real or personal, in the sole and exclusive possession or control of the Wife or Husband, shall remain the sole and exclusive property of the Wife or Husband respectfully, free and clear of any interest of the other party. The parties have made a list of the personal property to be divided between them that was located in the marital home. Said list shall be binding upon the parties.

7.18 Both parties agree to be responsible for their own attorney's fees. The Wife shall pay to her attorney, A. DONALD BAUMGARTNER, Law Offices of BAUMGARTNER & GOLDSTEIN, all the attorney's fees and costs as the parties agree or as a court of competent jurisdiction shall determine. The Husband shall pay to his former attorney, ALAN J. SPITZ, all the attorney's fees and costs as the parties agree or as a court of competent jurisdiction shall determine.

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, ZENINA WHITE, and the Respondent, DARRIN WHITE, are hereby dissolved.

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2. That the oral agreement between the parties herein-above set forth is made a part of this Judgment for Dissolution of Marriage, and all the provisions of said agreement are expressly ratified, confirmed, approved, and adopted as the order 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.

3. That 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, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

4. That the Petitioner, ZENINA WHITE, is granted leave to use her maiden name of ZENINA HILL.

5. That this Court expressly retains jurisdiction for the enforcement of this Decree.

ENTERED
CLERK OF THE CIRCUIT COURT AURELIA PUCINGKI
JUN 15 1994
JUDGE DENISE M. O'MALLEY - 1606
DEPUTY CLERK _____

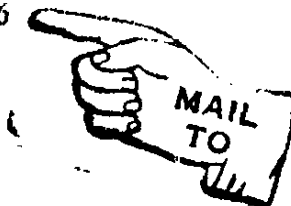
APPROVED:

Zenina White
Petitioner

[Signature]
Respondent

A. DONALD BAUMGARTNER
Law Offices of BAUMGARTNER & GOLDSTEIN
Attorney for Petitioner
969 South Elmhurst Road
Des Plaines, Illinois, 60016
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92-246-6-3-94/92240a



ATTORNEYS' TITLE GUARANTY FUND, INC.

9156272

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