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

IN RE THE MARRIAGE OF )  
 LAURA L. HOGGATT, )  
 )  
 Petitioner, )  
 )  
 and )  
 WILLIAM J. HOGGATT, )  
 )  
 Respondent. )

. DEPT-01 RECORDING \$81.50  
 . T#2222 TRAN 0785 06/15/95 11:45:00  
 . #2561 + JL \*-95-387468  
 . COOK COUNTY RECORDER

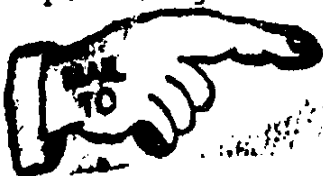
No. 94 D 8031

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD, having been set before this Court for trial and the parties having resolved their differences, and agreeing that this cause be heard as an uncontested matter as in cases of default upon the duly verified Petition for Dissolution of Marriage of the Petitioner, LAURA L. HOGGATT, the Petitioner being present in open Court and being represented by her counsel, JOEL P. SCHAPS of SCHAPS, GROTTA & KING and the Respondent WILLIAM J. HOGGATT, being represented by his counsel, NORMAN LESSER, the Court having heard the evidence adduced by the Petitioner and the Respondent had having heard arguments of counsel and being fully advised in the premises, DOTH FIND:

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

2. That the Petitioner was at the time of commencement of this action a resident of the State of Illinois, and such residence has been maintained for in excess of ninety (90) days next preceding the making of this finding.



NORMAN H. LESSER  
 33 N. LA SALLE ST - Suite 200  
 CHICAGO, IL - 60602

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3. That the parties hereto were lawfully joined in marriage on, to-wit: the 23rd day of May, 1987 in Oak Lawn, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That two children were born to the parties by virtue of the marriage, namely: EILEEN, born April 18, 1989 and MEGAN, born May 9, 1990. There were no children adopted by the parties, and that the Petitioner is not presently pregnant by the Respondent.

5. That the Petitioner has proved the allegations contained in her Petition for Dissolution of Marriage by substantial, competent, relevant evidence and that a Judgment for Dissolution of Marriage should be entered.

6. That the Petitioner and Respondent have entered into a written Agreement providing for the settlement of matters relating to the settlement of their property rights. The Agreement has been presented to this Court for its consideration and approval and is as follows and attached hereto as part of this Judgment for Dissolution of Marriage.

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## MARITAL SETTLEMENT Agreement

THIS Agreement made and entered into June 15, 1995, at Chicago, Illinois by and between LAURA L. HOGGATT (hereinafter referred to as "Wife"), residing in Chicago, Illinois and WILLIAM HOGGATT (hereinafter referred to as "Husband"), residing in Chicago, Illinois.

### R E C I T A L S

A. The parties were lawfully married on May 23, 1987 in Oak Lawn, Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties as a result of which they have separated, and they now live separate and apart from each other.

C. That two children were born to the parties as a result of their marriage, namely: EILEEN, born April 18, 1989 and MEGAN, born May 9, 1990. That no other children were born to or adopted by the parties as a result of the marriage and the Wife is not presently pregnant. The Husband and Wife agreed that each is a fit and proper person to have the custody of the children.

D. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket No. 94 D 8031. The case is entitled: In Re the Marriage of LAURA L. HOGGATT, Petitioner, and WILLIAM J. HOGGATT, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance

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for the Wife and the Husband, the matters of custody, support, visitation, medical and related needs and the education of the children of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship, now or previously existing between them, and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real, personal or mixed, 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.

F. The Wife has employed and had the benefit of counsel of JOEL P. SCHAPS, of SCHAPS, GROTTA & KING, as her attorney. The Husband has employed and had the benefit of NORMAN LESSER, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been informed of his or her respective rights in the premises.

G. It is specifically understood by the Husband and the Wife that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either the Husband or the Wife that any persons be third-party beneficiaries of this Agreement now or

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in the future. Any benefits which may be conferred upon any persons arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

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

## ARTICLE I

### Right of Action and Incorporation of Recitals

1.1. The foregoing recitals are made a part of this Agreement.

1.2. This Agreement is not one to obtain or stimulate a dissolution of marriage.

1.3. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by the Husband. The Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the Wife.

## ARTICLE II

### Child Custody and Visitation

2.1. The parties have agreed to share the joint custody of the minor children, and have further agreed that the physical residence of the children shall be with the Wife. The Agreement of

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the parties as to the custody and visitation arrangements is fully set forth in a Co-Parenting Agreement, attached hereto and made a part hereof.

## ARTICLE III

### Support of Children and Related Matters

3.1. That based on the Husband's net income of \$2,600.00 per month and the Wife's net income of approximately, \$1,493.00 per month, the Husband shall pay to the Wife, as and for child support the sum of \$650.00 per month.

3.2. The parties shall equally share and be responsible for the pre-school and parochial school expenses. Such expenses shall include tuition, fees, registration, books, uniforms, etc.

3.3. The parties shall equally share and be responsible for all day care expenses incurred by the Wife during times she is employed. The Wife shall first inform the Husband as to the need for such day care and determine the Husband's availability for same. In the event the day care expenses are necessary the Husband shall reimburse the Wife promptly upon proof of payment. In the event the Husband needs day care/babysitting services during his visitation periods for employment purposes, he shall first inform the Wife and determine the Wife's availability for same. In the event day care expenses are necessary, the Wife shall reimburse the Husband promptly upon proof of payment. All payment by Husband and Wife for day care payments and baby sitters shall be by check.

3.4. The Husband's obligation for the support of the minor children shall continue until the children attains full emanci-

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pation as defined in Article VI of this Agreement.

3.5. The parties shall exchange W-2, 1099 or other proof of annual income no later than February 15 of each year.

## ARTICLE IV

### Medical, Dental, Optical and Related Expenses of the Children

4.1. The Wife shall be responsible for and shall pay for the ordinary medical, dental, and optical care of the minor child not covered by insurance.

4.2. The parties shall be equally responsible for and shall pay for the extraordinary medical, dental, optical and orthodontic care of the minor child not covered by insurance. 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, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include 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 the children or the need of any extraordinary medical, surgical, dental, psychiatric or psychological care or counselling, the Wife shall consult the Husband before incurring any of the aforesaid expenses and shall be guided by his advice and the said Husband shall not unreasonably withhold his consent for any of the aforementioned and needed treatment or medical expenses, however, if the parties cannot agree, the Wife shall

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apply to the Court for a decision on said matter, even after said expense is incurred. It is understood, however, that the Wife's agreement to consult with the Husband and be guided by his advice, shall not apply in cases of grave emergency when the life of the children may be imperiled by delay.

4.3. The Wife shall maintain medical insurance for the benefit of the children as long as said insurance is available to her through her employment. The Husband shall reimburse the Wife on a monthly basis the cost incurred by her in connection with said coverage.

4.4. The Wife shall provide the Husband with an identification card from a medical insurance carrier, expense reimbursement plan, or health maintenance organization disclosing the existence of current coverage for the benefit of said children, and shall also provide Husband with any literature available to them regarding coverage and benefits under the policy.

## ARTICLE V

### Education of the Children and Related Matters

5.1. The parties agree that they shall be responsible for all post-high school education expenses for the children of the parties in accordance with the applicable provisions of Paragraph 513 of the Illinois Marriage and Dissolution of Marriage Act as now in effect and as may be amended from time to time hereafter.

## ARTICLE VI

### Emancipation Event

6.1. With respect to each child, an "emancipation event" shall

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occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time the parties obligation for the child as detailed in this Agreement shall terminate:

(a) The child's reaching majority or completes High School, whichever last occurs, but in no event, not later than age 19;

(b) The child's marriage;

(c) The child's having a permanent residence away from the permanent residence of the Wife. A residence at boarding school or camp shall not be deemed a residence away from the permanent residence of the Wife;

(d) The child's death;

(e) Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;

(f) The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

## ARTICLE VII

### Insurance

7.1. The Husband agrees that he shall keep and maintain life insurance having a face value of no less than \$100,000. In connection therewith, the Husband shall accomplish the following.

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(a) Name the children as irrevocable beneficiaries with the Wife named as trustee until the children are completely emancipated, or until his obligation to educate and support the children terminates.

(b) Future Borrowings. The Husband represents and warrants that the required death benefits are and shall be in excess of any and all policy loans. Henceforth, the Husband shall refrain from borrowing against or encumbering said policy or policies to the extent that the borrowing or encumbrance would reduce the death benefits below the sums required by this Article.

(c) Proof of Coverage and Premium Payments. Within thirty (30) days after the due date thereof, the Husband shall furnish the Wife with proof of his payment of all policy premiums and accrued interest on all policy loans. From time to time upon request by the Wife, the Husband shall furnish the Wife with proof of the continued existence insurance coverage and beneficiary designation.

## ARTICLE VIII

### Maintenance

8.1. The Husband and Wife hereby stipulate that each is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to him or her pursuant to this Agreement, to provide for his or her reasonable means to maintenance and support. Accordingly each party hereby waives and releases any and all

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claims against the other for maintenance, alimony and spousal support, whether past, present or future, and the parties hereby stipulate that this Agreement when effective shall terminate and bar each party's right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

## ARTICLE IX

### Division of Property

9.1. Real Property. Upon the entry of the Judgment for Dissolution of Marriage, the Husband shall convey to the Wife by a proper quit claim deed all of his right, title and interest in and to the former marital residence located at 10456 South Maplewood, Chicago, Illinois which is now held in joint tenancy between the parties. Said marital residence is legally described as follows:

Lot 6 in Block 9 in O. Reuter company's Morgan Park Manor A subdivision in the Northeast 1/4 of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 24-13-214-008-0000. ✓

(a) The Wife shall be responsible for all payments on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said residence commencing from the date of the entry of the within Judgment, and the Wife shall indemnify and hold Husband harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification.

(b) If there are subsequently found to be any liens,

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from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be relinquished and waived and this Court reserves jurisdiction over this matter and shall execute any documents necessary to convey said property rights, title, deeds or other such instrument to effectuate the provisions herein.

13.3. Waiver of Estate Claim: Each of the parties, except as herein otherwise provided, hereby waives and relinquishes all right to act as administrator with the will annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property which the other party may die seized or possessed, and should either of the parties hereto die intestate this Agreement shall operate as a relinquishment of all rights of the surviving party hereafter to apply for Letters of Administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto, respectively reserving the right to dispose of testament or otherwise of his or her respective property

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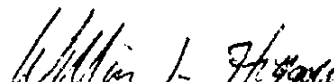
as well as other consideration, to be bound by the law of Illinois.

13.6. The Husband agrees that he shall not, under any circumstance, cause the payments due to the Wife pursuant to the foregoing Agreement to be discharged in bankruptcy proceedings, as any and all said payments are in lieu of Husband's legal obligation to support and maintain the Wife. The Wife agrees that she shall not, under any circumstance, cause the payments due to the Husband pursuant to the foregoing Agreement to be discharged in bankruptcy proceedings, as any and all said payments are in lieu of Wife's legal obligation to support and maintain the Husband.

13.7. In the event any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before such Court shall be suspended so that the Husband and the Wife shall have an opportunity to consider said alteration, change or modification by said Court and, if necessary, renegotiate all or part of this Agreement. Otherwise, the provisions of the Agreement between the Husband and Wife shall be non-modifiable.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals to this MARITAL SETTLEMENT Agreement, consisting of twenty (20) pages, this page and Exhibit A included, on the day and year first above written.

  
\_\_\_\_\_  
LAURA L. HOGGATT

  
\_\_\_\_\_  
WILLIAM J. HOGGATT

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## EXHIBIT A

Items Husband is to remove from marital residence:

Living Room:

leather sofa  
chair and a half  
ottoman  
sofa table  
entertainment center

Workshop:

hand and power tools

Kitchen:

Bread maker  
Rival slicer

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And the Court having considered the Agreement and circumstances of the parties, finds that the Agreement was fairly and voluntarily entered into by the parties and is fair and equitable in its terms and provisions and should be approved by the Court.

IT IS THEREFORE 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, DOETH ORDER, ADJUDGE AND DECREE, as follows:

A. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between the Petitioner LAURA L. HOGGATT, and the Respondent, WILLIAM J. HOGGATT, are hereby dissolved.

B. Petitioner LAURA L. HOGGATT shall have the right to resume the use of her maiden name and shall henceforth be known as LAURA L. HURRY.

C. That the written Agreement between the Petitioner and the Respondent hereinabove set forth 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, and each of the parties hereto shall perform under the terms of said Agreement.

D. That other than the aforementioned, all and singular, the rights of each of the parties hereto arising in, to and against the

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encumbrances or clouds of title against said property, other than as set forth above made by the Husband than he shall immediately pay said debt or take such steps to remove said lien, cloud or encumbrance.

9.2. Real Estate Conveyance. The parties have agreed to the conveyance of said real estate in the belief that said conveyance is a transfer of marital property from one spouse to another in acknowledgment of their respective contributions to the accumulated marital estate and said conveyance is a division of the common ownership of marital property and such transfer is not a taxable event.

9.3. Wife shall pay to Husband the sum of \$50,000 to equalize the property distribution as set forth herein, payable as follows:

- A. \$20,000 payable upon the entry of the within Judgment;
  - B. \$20,000 payable one year from the entry of the within Judgment;
  - C. \$10,000 payable upon the sale of the house, but not later than when the youngest child completes grammar school.
- The parties agree that no interest is to accrue on any unpaid balance.

D. The deferred payments as provided for in Section 9.3.(B) and (C) shall be accelerated and immediately due and payable and shall bear interest at the rate of nine (9%) per cent per annum upon any one of the following occurrences:

1. The cohabitation by the wife with an adult male in the marital home;

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in any way he or she sees fit, without restriction or limitation whatsoever, except as otherwise provided herein.

13.4. Incorporation of Agreement: In the event the Husband or Wife at any time hereafter obtains a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage be entered. The Court upon entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this Agreement.

13.5. Construction and Enforcement: This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a Court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, the children are residents of Illinois, and the parties are residents of Illinois. The Wife filed an action for Dissolution of Marriage in Illinois, and the Husband filed his appearance and answer in that action. The parties choose and desire for the sake of certainty

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that he has paid or will pay all interest and penalties due and owing with respect thereto.

12.4. For the year 1995, and all subsequent years, thereafter, in which the Husband provides any support to the Wife pursuant to this Agreement, the Wife shall not claim the dependent exemptions for the minor children for Federal or State income tax purposes, the parties expressly agreeing that the Husband shall claim such exemptions on his own tax return. The parties further agree that each shall execute such documents, including any such form as may be provided by the Internal Revenue Service for the release of dependency exemption as necessary or appropriate to effectuate the foregoing provision.

## ARTICLE XIII

### GENERAL PROVISIONS

13.1. Mutual Release: To the fullest extent by law permitted to do so, and except as otherwise provided, each of the parties does hereby forever relinquish, release, waiver and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution and community interest and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or

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## ARTICLE X

### Debts and Obligations

10.1. The parties have certain debts which are to be paid from the funds on deposit in a Charles Schwabb account as provided in paragraph 9.6 hereinabove. Said debts are as follows:

A. Discover: balance due: \$3,898.44 as of May 1, 1995;

B. Dr. Cahill: \$305.00;

10.2. The Wife shall be solely responsible for all medical hospital, pharmaceutical and any other expenses and fees arising from her hand injury.

10.3. The Husband shall be solely responsible for all debts in connection with his former business known as Impact Services and shall indemnify and hold Wife harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification.

10.4. Each party represents and warrants, that except as otherwise provided above, there are no debts or obligations that either party expects the other party to pay and that each party shall be responsible for his or her own debts and obligations and shall hold the other party safe and harmless therefrom.

## ARTICLE XI

### ATTORNEYS' FEES

Each of the parties shall be responsible for the balance of their own attorneys' fees. The Wife shall pay to the firm of SCHAPS, GROTTA & KING the sum of \$7,500 as attorneys' fees. The Husband shall pay the firm of NORMAN H. LESSER & ASSOCIATES, the

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hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives and assigns, grantees and devisees for the purpose of enforcing any or all of the rights specified or relinquished under this Agreement, and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

13.2. Execution of Documents. Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and

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incurred with the enforcement of such indemnification.

9.6. The Wife shall receive as her sole and separate property her non-marital property including:

A. Charles Schwabb: IRA acct: QB 4416-8155, current balance: \$11,819; and

B. 131 shares of Entergy, Corp.

9.7. The parties currently own in joint tenancy and account at Charles Schwabb: acct: QB 4416-9554 and agreed to pay the debts listed in paragraph 10.1 hereinbelow from said account, and to divide any balance remaining in said account equally.

9.8. Individually Controlled Properties. Except as otherwise provided in this Agreement, each of the parties hereto agrees that each such party 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 control upon the date of this Agreement, including in said property, but not limited by, all choses in action, bank balances, money market funds, interests in trust, contract rights, causes of action as to third parties, letters of credit, interests in insurance policies, tax shelters, licenses, patents copyrights, security interests, interests in crops and mineral rights, chattels, pension, profit sharing, retirement and disability benefit rights, and all other property, both real and personal, together with any liabilities associated therewith.

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sum of \$ 8,000 as attorneys' fees.

## ARTICLE XII

### TAXES

12.1. The parties shall file joint state and federal income tax returns for the year 1994 and the Husband shall be solely responsible for any taxes due in connection with said tax returns in excess of withheld taxes and shall indemnify and hold Wife harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification.

12.2. The parties have filed joint state and federal income tax returns for the years 1987 through 1993. The parties represent and warrant that they has previously furnished to the other all information relating to their income and deductible expenses for all years for which the parties have filed joint tax returns. The parties agree that in the event there is any liability to become due on any income tax returns from the years 1986 through 1994, the Husband shall be solely responsible for any taxes, interests and penalties that may come due in connection with said tax returns and shall indemnify and hold the Wife harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification.

12.3. The Husband represents and warrants to the Wife that he has heretofore duly paid or will pay all income taxes, state and federal, on all joint returns heretofore filed by the parties; and

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2. The sale of the real property;
3. The Wife permanent vacating the premises;
4. The children having a permanent residence away from said real property. A residence at boarding school or camp shall not be deemed a residence away from the permanent residence of the Wife.

E. In the event of any of the foregoing triggering occurrences and the Wife refuses to make the payment and interest as provided herein above, Wife shall be solely responsible for any and all necessary attorneys' fees and costs incurred by Husband in securing full payment of any monies due him under Section 9.3.D.

9.4. Furniture and Furnishings. The Wife shall receive all the furniture and furnishings contained in the marital home as her sole and separate property. The Husband shall receive those items listed on Exhibit A, attached hereto and made a part hereof.

9.5. Automobiles. Upon the effective date of this Agreement, if not already accomplished, the Husband shall receive the 1993 Chevrolet pick-up truck and the lease for the Corsica automobile and shall assume any indebtedness due and connected with the car and shall indemnify and hold Wife harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification.

Upon the effective date of this Agreement, if not already accomplished, the Wife shall receive the 1986 Suburban automobile and shall assume any indebtedness due and connected with the car and shall indemnify and hold Husband harmless from any liability therefore, including all attorneys fees and related expenses reasonably

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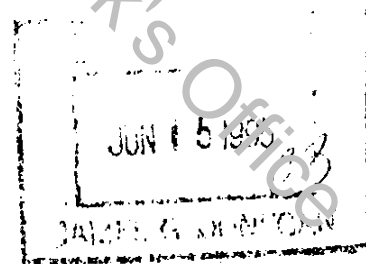
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property of the other, of every kind, nature and description, real and personal, wheresoever situated, both personally owned or hereafter acquired by each of them, including all household goods and furnishings now in the possession of either of them shall cease and determine from and after the entry of the Judgment for Dissolution of Marriage, in the within cause, and the parties hereto shall not have any claim, right, title or interest of any kind in, to, and against the property of the other, after the entry of said Judgment, including all inchoate rights of dower, curtesy, homestead and other interest of either party in and to the property of the other, arising by virtue of the marriage of the parties hereto or otherwise, including all contractual and property rights now existing between the parties hereto, either by virtue of the marriage of the parties or of any contractual relationship.

E. That the Court reserves jurisdiction of this cause for the purpose of entering any orders required in accordance with the terms contained within the judgment for Dissolution of Marriage hereto and hereinabove described.

ENTER:



\_\_\_\_\_  
JUDGE

JOEL P. SCHAPS  
SCHAPS, GROTTA & KING  
Attorney No: 28534  
9700 West 131st Street  
Palos Park, Illinois 60464  
708-923-9700

95387468

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS  
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY  
OF Judgment for Dissolution  
ENTERED FILED ON 6-15, 1995

6-15 1995  
Annelia Peadar  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS



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#28534

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

IN RE THE MARRIAGE OF )  
 )  
LAURA L. HOGGATT, )  
 )  
Petitioner, )  
 )  
and ) No. 94 D 8031  
 )  
WILLIAM J. HOGGATT, )  
 )  
Respondent. )

## CO-PARENTING AGREEMENT AND ORDER

THIS MATTER COMING ON TO BE HEARD by agreement, the Petitioner, LAURA L. HOGGATT, being represented by JOEL P. SCHAPS, of SCHAPS, GROTTA & KING, and the Respondent, WILLIAM J. HOGGATT, being represented by NORMAN LESSER, this Court and all parties having agreed that it is in the best interest of the parties' minor children that a Parenting Agreement be entered into,

THE COURT FINDS AS FOLLOWS:

- A. The parties hereto were married on May 23, 1987.
- B. As a result of the marriage two children were born, namely, EILEEN, born April 18, 1989 and MEGAN, born May 9, 1990.
- C. The parties have reached an agreement with regards to the custody and visitation issues concerning the children.

IT IS ORDERED AS FOLLOWS:

1. That the parties have agreed to share the legal custody of the minor children, and that the primary physical residence of the children shall be with the Mother.
2. For the purposes of this Agreement, the term, "joint

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custody" means that both parties have equal rights and responsibilities regarding the rearing and overall well-being of the children and regarding decision making on the issues of the children's growth and development, including but not limited to Catholic religious training, choice of school, course of study, extensive travel away from home, choice of camp, major medical and dental treatment, part or full-time employment, purchase or operation of a motor vehicle and specifically hazardous sports or activities.

3. Day-to-day decisions regarding the children shall be made by the parent, and only the parent, who has physical possession of the children at the time that the decision must be made. These decisions shall include, but are not limited to bedtime, homework, day-to-day social activities, customary for a child's age and maturity.

4. Both Mother and Father shall use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security that may be possible, including but not limited to reasonable and liberal telephone visitation for the non-residential parent. The parties shall further cooperate fully in implementing the visitation and vacation programs hereinafter set forth to accommodate the social and school commitments of the children.

5. It is agreed by and between the parties that they shall always conduct themselves in such a manner as to be conducive to the welfare and best interest of the minor children. In order to

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accomplish this goal, each parent is enjoined and shall refrain from making any insulting, derogatory, or deprecatory remarks or comments about the other to or in the presence of the minor children.

6. Each party shall keep the other informed as to the exact place where each of them resides, the phone numbers of said residence, his or her place of employment, the phone numbers of said place of employment, name, address and telephone number of all day care providers and babysitters, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and shall provide a phone number where he or she can be reached. If either party travels out of town with the children for a period longer than 48 hours he or she will inform the other party as to destination and telephone numbers.

7. Each party shall advise the other of any serious injury or illness suffered by the minor children as soon as possible after learning of same. Both parents shall inform the other of any other medical or health problems which arose while they had physical possession of the children, when the information about said medical or health problem would aid the other parent in the care and treatment of the children. Both parents shall provide each other with any medications which the children are taking at the time of the transfer of the physical possession for visitation or return from visitation, and with sufficient information to allow the parent assuming physical possession to obtain refills of that medication.

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8. Both parents shall, when requested, provide information to the other parent, regarding the name, address and telephone numbers and any necessary facts concerning the providers of any medical and health care to the children.

9. All correspondence from the children's schools shall be sent to both parents. Each parent shall notify the other of school and extracurricular activities so that the other may attend if he or she wishes. Both parties are entitled to be present for parent/teacher conferences, other school conferences, and the children's special school events and extracurricular events.

10. The parents shall take the following necessary actions with the school authorities of the schools in which the children is enrolled to:

A) List "FATHER" and "MOTHER" as the only parents of the children.

B) Authorize the school to release to both parents and all information concerning the children upon his/her request; and

C) Authorize the school to send both parents copies of any notices issued by the school regarding the child.

11. Each parent shall promptly transmit to the other any information received concerning parent/teacher meetings, school club meetings, school programs, athletic schedules, or any other school activities in which the children may be engaged or interested. Each parent shall promptly, after receipt of same, furnish to the other, a photocopy of the child's grade card or report card and copies of any reports concerning the child's educational status or progress, unless arrangements have been made for receipt of same by

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that parent directly. Each parent shall notify the other of the parent/teacher conferences, thus allowing him/her to make appointments for same.

12. The Husband shall have reasonable visitation including alternate weekends from Friday at 5:00 p.m. to Sunday evening at 6:00 p.m. and Monday and Wednesday evenings from 5:00 to 7:00 p.m.

13. Father shall be entitled to visitation for one-half of CHILDREN's Christmas break and the parties shall alternate Spring break from school. The Father shall also be entitled to visitation for two weeks during the summer.

14. The parties agree to alternate major holidays and will include in those holidays, New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. By alternating the parties agree that if one party has CHILDREN for a holiday one year, the other party will have the CHILDREN the next year. The parties further agree that each of the parties will have CHILDREN on the respective Mother's Day and Father's Day and each of the parent's birthdays notwithstanding the regularly scheduled weekend visitation.

15. The parties further agree that the Mother shall initially ask the Father to provide babysitting services for any periods of time when she would normally require said services.

16. The parties agree that in the event of a temporary incapacitation or some health reason, Mother is unable to care for the children, the Father shall have the first option to care for the children during Mother's period of inability to do so.

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17. If a disagreement arises between the parties concerning any of the provisions of this Order or any area concerning the child, the parties agree to follow the following procedures:

a. Each parent will communicate his or her position to the other in writing.

b. The parties will make a reasonable attempt to settle the issue by communicating with each other.

c. If an agreement or resolution of the problem cannot be reached after the above procedure, either party can request the use of a mediator, Dr. Warner. If the dispute cannot be resolved after the above procedures are exhausted either party may submit the matter for resolution to a court of competent jurisdiction upon proper notice and petition.

Laura L. Hoggatt  
LAURA L. HOGGATT

William T. Hoggatt  
WILLIAM T. HOGGATT

JOEL P. SCHAPS  
SCHAPS, GROTTA & KING  
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9700 West 131st Street  
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708-923-9700

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS  
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY  
OF Judgment for Dissolution  
ENTERED/FILED/ ON 12-15 1995

12-15 1995  
Aurelia Puchner  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS