

MINNEAPOLIS, MINN. 55402-1000
REV. 11/10/97

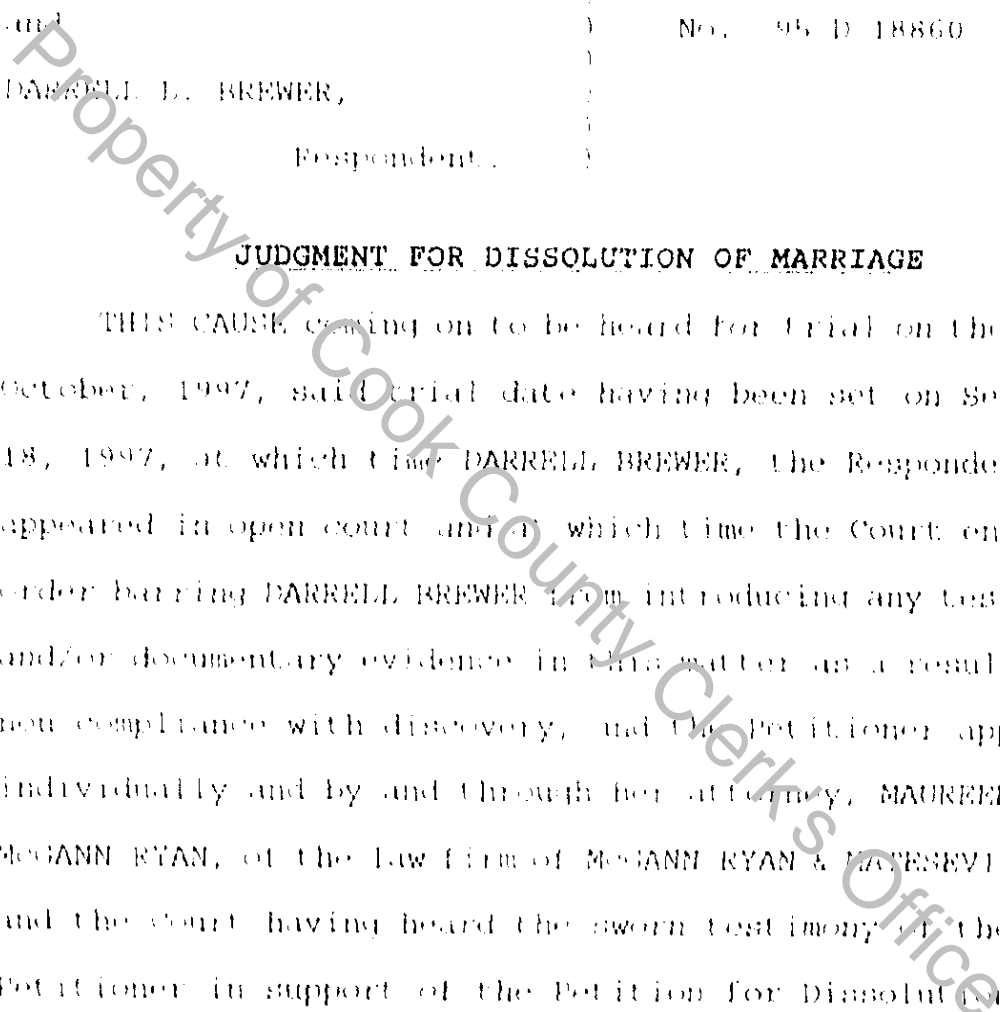
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF)
)
MARY PAT BREWER,)
)
Petitioner,)
)
and)
DARRELL L. BREWER,)
)
Respondent.)

No. 95 D 18860

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard for trial on the 30th of October, 1997, said trial date having been set on September 18, 1997, at which time DARRELL BREWER, the Respondent, appeared in open court and at which time the Court entered an order barring DARRELL BREWER from introducing any testimonial and/or documentary evidence in this matter as a result of his non-compliance with discovery, and the Petitioner appearing individually and by and through her attorney, MAUREEN J. MCGANN RYAN, of the law firm of MCGANN RYAN & MARENSEVIC, LTD., and the Court having heard the sworn testimony of the Petitioner in support of the Petition for Dissolution of Marriage and the other relevant pleadings filed herein and the Court having reviewed the pleadings and having admitted various exhibits into evidence and the Court being fully advised of the facts and premises by virtue of the various pleadings filed by the Petitioner and the testimony of the Petitioner and the exhibits admitted into evidence,



FOURTH FINDS:

2. That the Petitioner is now and has been for more than ninety (90) days immediately and continuously preceding the hearing on her Petition for Dissolution of Marriage herein, an actual resident of the State of Illinois.

3. That the parties hereto were lawfully joined in marriage in Cook County, Illinois, on the 8th day of December, 1984.

3. Prior to the marriage of the parties, one (1) child was born to them, namely JASON, who was born on August 18, 1979; the Respondent is JASON's father and did acknowledge JASON as his son and did marry the Petitioner after JASON was born; JASON is 18 years of age and emancipated although he continues to reside with the Petitioner; during the marriage, three (3) additional children were born to the parties, namely: JEREMY, born June 5, 1985; JUSTIN, born January 17, 1987 and TEGAN, born May 28, 1990. That no other children were born to or adopted by the parties and the Petitioner is not presently pregnant. That the Petitioner is a fit and proper person to be awarded the custody of the children.

4. That the Petitioner, by the introducing of competent and material evidence including the testimony and pleadings filed herein, has sufficiently proven each and every material allegation and charge of her Verified Petition for Dissolution of Marriage and other pleadings in this cause upon which to base the provisions of this Judgment for Dissolution of

Marriage, and further, that the equities of this cause are with the Petitioner.

5. That irreconcilable differences have caused the irretrievable breakdown of the marriage. All attempts at reconciliation have failed. Future attempts at reconciliation are not in the best interests of the family. The parties have been living separate and apart in separate residences since October 14, 1995.

6. That the Petitioner is employed as a licensed practical nurse and she earns an annual gross income of approximately TWENTY TWO THOUSAND DOLLARS (\$22,000.00). That the Respondent was employed during the pendency of these proceedings at Lincoln Properties, earning a gross annual income of approximately TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). The Respondent did voluntarily leave said employment during these proceedings, after threatening to quit his job and pay no money to the Petitioner. The Respondent did change jobs during the pendency of these proceedings and he did exhibit conduct which indicates his refusal to fulfill his obligation to pay child support for the children of the parties. By way of example, the Respondent became employed during the pendency of these proceedings by Defender Steel Doors and he failed to disclose said employment during a period of time when he was not obeying the court order requiring that he pay child support and when the Petitioner learned of the place of his employment and obtained an Order

for Withheld Child for service upon Defender Steel Doors. Incorporated, the Respondent quit his job with Defender Steel Doors. The Respondent did, however, obtain another job which he has maintained since he quit his job with Defender Steel Doors and, in fact, he has taken the children on jobs with him but he has refused to disclose the name and address of his employer and/or his income to the Petitioner although he told the Petitioner as recently as October of 1997 that he is constantly working, including overtime on the weekends. The Petitioner has testified that the Respondent has earned and is able to earn a minimum gross annual income of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and the Court finds that it is likely that the Respondent's current gross annual income is at least TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

7. That the Respondent is in good physical health. That the Petitioner was diagnosed with cervical cancer in December of 1992 and she underwent surgery and radiation and related cancer therapy. The Petitioner continues to be high risk for cancer, requiring check ups every six months. The Petitioner has had two lumpectomy surgeries since December of 1992, the most recent surgery being on August 28, 1997.

8. That the Respondent is not in need of maintenance from the Petitioner. That the Petitioner's guarded health condition requires that her right to receive maintenance from the Respondent be reserved. In the event that the Petitioner suffers health related problems which impede her ability to

own income and support herself, the Petitioner will have the right to file a Petition for Maintenance against the Respondent.

9. That during the marriage of the parties, the Petitioner did make substantial contributions to the marriage as a homemaker and as an income producer and, furthermore, the Petitioner contributed her inheritance and loans from her family to the marital estate.

10. That the Petitioner is in need of child support from the Respondent and is entitled to receive child support and a contribution from the Respondent for one half of the direct expenses of the children.

11. That certain court orders were entered during the pendency of these proceedings which were violated by the Respondent, a description of said orders and violation of said court orders including but not necessarily limited to the following:

- (a) On February 20, 1996, a court order was entered which required the Respondent to pay the Petitioner FIVE HUNDRED SEVENTY SEVEN DOLLARS (\$577.00) per month for child support. On January 8, 1997, a Petition for Rule to Show Cause was filed by the Petitioner as a result of the Respondent's failure to obey said court order and there is a determination that the Respondent owed

arrearages of FOUR THOUSAND FOUR HUNDRED TWO DOLLARS (\$4,402.00) as of the entry of the court order on May 13, 1997. The overrow account previously established pursuant to an order of court contained a balance of ONE THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS AND NINETY SIX CENTS (\$1,844.96) and said funds were turned over to the Petitioner as a payment towards said arrearages, thereby reducing the arrearage balance as of May of 1997 to TWO THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND FOUR CENTS (\$2,557.04). The Respondent has persisted in his refusal to obey the court order of February 20, 1997 and the arrearage and child support as of October 30, 1997 is FOUR THOUSAND TWO HUNDRED FORTY-THREE DOLLARS (\$4,243.00).

- (b) An order was entered on March 24, 1996 requiring the Respondent to file a sworn statement accounting for THIRTY THREE THOUSAND DOLLARS (\$33,000.00) in personal injury award monies which he received in 1995. A Petition for Rule to Show Cause was filed on June 6, 1996 regarding the Respondent's failure to obey said court

order and on June 17, 1997, the Petitioner's request that the Respondent be held in contempt of court was continued to the trial of this cause.

(c) That discovery requests were filed by the Petitioner pursuant to Illinois Supreme Court Rules 213 and 214 and the Respondent failed and refused to comply with the rules of discovery and a Motion for Sanctions was filed by the Petitioner on December 30, 1996 and the Respondent was barred from introducing evidence pursuant to the order entered on June 17, 1997.

12. That the Respondent has failed to obey court orders, comply with discovery, he has engaged in dilatory tactics, fired two attorneys, quit his job after he was ordered to pay child support, requested that he be awarded custody of the children and then failed to cooperate in the court ordered custody evaluation and, in general, cause the Petitioner to incur substantial costs and attorney's fees which caused her to borrow THREE THOUSAND DOLLARS (\$3,000.00) from her father which she still owes to him. Furthermore, the Petitioner has incurred additional attorney's fees which she has been unable to pay, which attorney's fees, as of September 30, 1997, are in the amount of \$5,303.30, not including additional fees which were incurred during the month of October, 1997. The

Petitioner acknowledges that she has received itemized monthly statements setting forth with particularity the nature and extent of the fees incurred and said fees were reasonable and necessary and the hourly rates charged were reasonable. The overall division of marital property as set forth below takes into consideration the fact that the petitioner has waived her right to seek contribution towards attorney's fees from the Respondent, considering the fact that the Respondent persists in his refusal to produce documents and the petitioner desires to minimize the necessity for further litigation.

13. That an Agreed Order was entered on the 24th day of October, 1996 granting the Petitioner custody of the minor children and setting forth a visitation schedule. That the Respondent has failed and refused to follow said visitation schedule and has failed and refused to acknowledge and/or regularly participate in the children's extracurricular activities. By way of example, said order required the Respondent to pick up the children at 11:00 a.m. on Saturday, yet he has failed and refused to pick up the children at 11:00 a.m. on Saturday except for one occasion and he has been several hours late or did not appear at all on many occasions. The Respondent's visitation rights with the children shall be as set forth in the ordering portion of this Judgment and shall take into consideration the best interests of the children, including their activities.

14. That the marital residence located at 5225 W. 64th Place in Chicago, Illinois was acquired by the parties in 1987. The purchase price was \$39,500.00 and the down payment of \$3,000.00 was received from the Petitioner's mother by way of loan. During the marriage, the Petitioner's mother also loaned the parties the additional amount of at least \$17,000.00 for total loans to the parties of approximately \$18,000.00, only \$5,000.00 of which was repaid. Said \$13,000.00 was applied towards the expenses of maintaining the residence, paying the mortgage, purchasing items for the residence and auto repairs. The Petitioner's mother did die in June of 1994 and the balance of \$10,000.00 debt was never paid back to the Petitioner's mother before she died. The Petitioner did inherit approximately \$28,000.00 as a result of her mother's death and said \$28,000.00 inheritance was used to pay for repair expenses at the residence, tuition expenses for the children, mortgage payments at the residence and related family expenses.

15. That the fair market value of the marital residence is approximately \$80,000.00 and it is encumbered by a mortgage with a balance owed of approximately \$29,412.00, leaving an equity of approximately \$50,588.00. The Petitioner was unable to pay the expenses of the residence after the Respondent moved out of the residence on October 14, 1995. The Respondent had been providing child care for the children but the Petitioner had to incur child care expenses for the

children after the Respondent moved out of the residence and, therefore, she could no longer afford to maintain the residence and pay child care after the Respondent vacated the residence. The Petitioner has rented said residence pursuant to the authority granted to her by the court order entered on February 27, 1996. The Petitioner has applied the rental income received towards the payment of the mortgage and real estate taxes and insurance for the residence. The equity in said residence, without considering costs of sale and taxes on the gain to be realized in connection with the sale, if any, is approximately \$50,588.00.

16. That there are items of furniture and furnishings in the Petitioner's possession which have nominal value, some of which items were acquired by the Petitioner before the marriage and/or by way of gift from her parents. The parties acquired a computer which is in the possession of the Respondent.

17. That the Petitioner has no funds on deposit in any bank accounts with the exception of funds saved by the Petitioner to pay real estate taxes for the residence where she is residing and the rental income account for the marital residence which has a balance of approximately THREE THOUSAND DOLLARS (\$3,000.00), said funds to be credited towards the down payment on the residence, being anticipated that the current renters of the residence will purchase the residence from the Petitioner.

18. That during the marriage, the Respondent did suffer a work related injury which resulted in personal injury funds being paid to the Respondent in the amount of \$33,000.00. Despite the fact that the Respondent was ordered to account for said funds and document the method by which he spent said funds, he provided no documents in support of his expenditure of said funds with the exception of his handwritten summary of said expenditures. The Respondent took said funds when he vacated the residence on or about October 14, 1995 and spent said funds.

19. That the Respondent has possession of a Chevrolet suburban motor vehicle. The Petitioner has possession of a 1996 Dodge Caravan which has a value which is less than the loan balance in the amount of SEVENTEEN THOUSAND DOLLARS (\$17,000.00).

20. Neither party has acquired any pension interests and/or retirement funds.

21. That the Respondent acquired a life insurance policy on his life with John Hancock Life Insurance Company, policy no. 01196234, providing death benefits in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). The Respondent should be required to transfer ownership of said policy to the Petitioner. The Respondent should continue to pay the premiums on said policy. If the Petitioner pays a premium on behalf of the Respondent, the Respondent should reimburse the Petitioner for said payment within 30 days. If said coverage

ceases, the Respondent should be required to provide a substitute policy with a value of no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) naming the children as irrevocable beneficiaries thereof until the youngest child, TEGAN, is 24 years of age.

22. That the Petitioner currently has health and hospitalization insurance available through her place of employment for herself and the minor children and the Respondent has the financial ability to pay for one-half of the cost of insurance to the extent that the cost is attributable to the children. In the event that the Petitioner no longer has health insurance available through her place of employment, the Respondent has the financial ability to provide health and hospitalization insurance for the children and he should be required to do so.

23. That the Petitioner lacks sufficient funds with which to pay her own costs and attorney's fees and the Respondent is well able to earn sufficient income to contribute towards said costs and attorney's fees.

24. That this Court has jurisdiction over the subject matter and the parties.

WHEREFORE, the Court having considered all of the evidence, DOETH ORDER, adjudge and decree, by virtue of the power and authority vested in the Court and based upon the statutes in this case as made and provided, as follows:

A. That the bonds of matrimony heretofore existing between the Petitioner and the Respondent, be the same, are hereby dissolved and the marriage of the parties is dissolved.

B. That the Petitioner is awarded sole care, custody, control and education of the minor children of the parties. The Respondent shall have visitation with the children as follows:

- (i) On the first and third weekend of every month from 11:00 a.m. on Saturday until 6:00 p.m. on Sunday, except as otherwise provided herein.
- (ii) If the Respondent is more than 30 minutes late for his scheduled visitation, his visitation rights for said scheduled time shall be deemed forfeited by him.
- (iii) If one of the children has a scheduled athletic, school or church related activity on the Respondent's scheduled weekend, then the Respondent will have the children on the day when they do not have a scheduled activity, based upon the fact that the Respondent has repeatedly represented that he will not take the children to their scheduled activities. By way of example, if the

children have a scheduled activity on the Saturday of the Respondent's visitation weekend, then the Respondent will have the children all day on Sunday from 8:00 a.m. until 8:00 p.m. If the scheduled activity is on Sunday, then the Respondent will have the children all day on Saturday from 8:00 a.m. until 6:00 p.m. Provided that the Respondent keeps the Petitioner informed as to his address and phone number, the Petitioner will provide the Respondent with five days advance notice of the scheduling conflict which requires a change in the visitation schedule.

- (iv) The Respondent will be with the children on Thanksgiving Day during odd numbered years from 10:00 a.m. until 10:00 p.m.
- (v) The Respondent shall have the children on his birthday which is December 20th at noon until December 23rd at 10:00 p.m.
- (vi) The Respondent will be with the children on Christmas Day every year from 4:00 p.m. until December 26th at 4:00 p.m.
- (vii) The Respondent will be with the children on the Fourth of July during odd numbered

years from 10:00 a.m. until 10:00 p.m.

(viii) The Respondent will be entitled to three weeks of vacation time with the children every summer, said weeks to be scheduled by May 1 of every year. The Respondent will provide the Petitioner with written notice of the exact date when he will pick up the children and return the children. Said weeks will be scheduled as follows: One week during the month of June; one week during the month of July; one week during the month of August. The dates will be scheduled during the children's summer vacation from school.

(ix) The Respondent shall be with the children every Father's Day from 10:00 a.m. until 8:00 p.m. If Mother's Day falls on a Sunday when the Respondent is scheduled to be with the children, the Petitioner shall have the children on Mother's Day weekend and the Respondent's regularly scheduled weekend shall be substituted with the weekend before or the weekend after Mother's Day, as the parties may agree.

(x) If the children have any school related projects and/or homework which they are required to complete during the Respondent's visitation weekend, the Respondent shall supervise the completion of said homework and/or school related project and he shall be responsible to be certain that the homework and/or project is completed by the Sunday evening of his visitation weekend.

(xi) The Respondent shall pick up and return the children in a timely manner for all of his visitation sessions. While the children are with the Respondent, the Petitioner shall have telephone access to the children at least one time per day.

(v) The Respondent shall keep the Petitioner informed as to the exact place where he resides, the phone number of his residence, his place of employment, the phone number and address of his place of employment and, if he travels out of town for over three days, he shall notify the Petitioner as to the method by which he can be reached by telephone while he is out of town.

(vi) Should any of the children suffer any serious illness or injury while they are with the Respondent, the Respondent shall immediately notify the Petitioner and shall

direct all doctors and hospitals to give her all information regarding the illness and/or injury.

F. The Respondent shall not have overnight visitation with the children in the presence of an adult female to whom he is not related.

F. Based upon the Respondent's ability to earn at least \$25,000.00 per year gross annual income, he shall be required to continue to pay to the Petitioner no less than \$577.00 per month for the support of the three minor children through the Clerk of the Circuit Court.

G. That the Respondent shall pay for one-half of the following expenses incurred for the children (in addition to the child support which he is required to pay):

- (i) One half of all school fees;
- (ii) One half of the cost of medical insurance for the children for as long as the Petitioner continues to maintain medical insurance for the children.
- (iii) one half of all dental, optical, audio, counseling and/or routine and extraordinary medical and dental and health-related expenses for the children which are not covered by insurance.
- (iv) One half of all child care expenses for the children to the extent that child care expenses are incurred so that the Petitioner can work.

The Petitioner shall provide the Respondent with copies of bills and/or paid receipts verifying the expenditures set forth above and the Respondent shall reimburse the Petitioner

For one-half of said expenses within 19 days of the date when the Petitioner mails the Petition and receipts to the Respondent.

ii. That, based upon the fact that the Petitioner's current employer makes available to the Petitioner a health and hospitalization insurance policy for the benefit of the children, the Petitioner shall continue to maintain said health and hospitalization insurance for the children for as long as she can provide same through her employment. In the event that the Petitioner is unable to provide insurance through her employment, then the Respondent shall immediately obtain and maintain health and hospitalization insurance for the benefit of the children. The Respondent shall provide the Petitioner with proof of said coverage including identification cards, prescription cards, and a description of the policy and any amendments effecting the coverage.

1. Both parties shall be required to contribute towards the post-high school education of the children to the extent of their financial ability to do so. Based upon the fact that the Petitioner currently earns a gross annual income of approximately \$22,000.00 and the Respondent earns or has the ability to earn a gross annual income of at least \$25,000.00, unless otherwise ordered by a Court, the Respondent shall pay 50% of the costs of each child's post-high school education expenses.

d. That the Respondent shall provide the Petitioner with copies of his paycheck stubs within five (5) days of when he receives each paycheck stub and his business and personal federal and state income tax returns with supporting schedules, W-2 forms and 1099 forms by April 20th of every year until the youngest child of the parties is 23 years of age.

e. In the event that the Respondent dies before his obligation to pay child support and related expenses for the children ceases, the payments due by the Respondent to the Petitioner shall not terminate. The Respondent shall be required to maintain life insurance in the minimum amount of \$100,000.00. If he fails to do so, the Petitioner shall have the right to petition the Probate Court, Executor, Trustee or other appropriate party for the assertion of a claim against the Respondent's estate in the amount of insurance not so maintained. This judgment, when pleaded, shall serve as a bona fide claim and judgment against the Respondent's estate and said amount is against all other heirs and co-tenants and joint tenants to the extent that a child requires support, including post-high school education expenses. No inter vivos transfer or direction shall defeat or diminish the provisions of this judgment.

f. In connection with the John Hancock Life Insurance policy on the Respondent's life, the Respondent shall execute all documents so as to transfer ownership of said policy to

the Petitioner and the Petitioner alone shall be deemed the owner of said policy on the Respondent's life. In the event that the Respondent fails or refuses to execute the documents of transfer, the Court is authorized to execute said documents in his stead. In the event that the John Hancock policy ceases to exist, the Respondent should be required to purchase a substitute policy with the Petitioner named as the owner thereof and the Respondent shall be required to pay the premiums so as to maintain, in full force and effect, a policy for the benefit of the children, with only the children of the marriage of the parties named as beneficiaries thereof, until TEGAN's 24th birthday. The Respondent shall pay or cause to be paid all premiums, fees and/or assessments so as to maintain at least \$100,000.00 in life insurance for the benefit of the children until TEGAN is 23 years of age. The Petitioner is authorized by this judgment to contact John Hancock and/or any successor insurance company directly in order to obtain information directly from the insurance company as to the status of the life insurance policies which the Respondent is required to maintain and the Respondent is barred from asserting any confidentiality in connection with his relationship with the life insurance company. When the youngest child of the parties, TEGAN, is 24 years of age, provided that the Respondent has fully complied with his obligations to pay support, support related expenses and education expenses for the children, said life insurance shall

revert to the Respondent alone and he shall have the right to terminate said policy and/or name the beneficiaries of his choice thereunder.

M. That the Petitioner is awarded sole and exclusive ownership and possession of the real estate located at 5225 W. 64th Place in Chicago, Illinois, the legal description for which is as follows:

LOT 43 IN SOUTH LOCKWOOD AVENUE SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Respondent shall immediately execute all documents of transfer, assignments of beneficial interest and Deeds so as to transfer his right, title and interest in said real estate to the Petitioner. The Petitioner shall have sole ownership and possession of said real estate and any escrow accounts which may be attributable to real estate taxes and homeowner's insurance. If the Respondent has caused or suffered any liens and/or encumbrances to be placed against said real estate other than the first and only mortgage owed to the First National Bank of Evergreen Park with a balance owed of approximately \$29,412.00, it shall be the Respondent's sole and exclusive obligation to pay off and satisfy said lien and/or encumbrance and he does indemnify and hold the Petitioner free and harmless for any liability thereon, including any costs and/or fees which the Petitioner may incur as a result of the Respondent's placing of any lien,

encumbrance and/or cloud upon the title through his actions or the actions of an agent, attorney and/or assign. In the event that the Respondent fails or refuses to execute the documents of transfer as required herein so as to vest sole title of the residence in the Petitioner's name alone, any judge or associate judge of the Circuit Court of Cook County, Illinois is authorized to execute and deliver any and all such documents of transfer in the place and stead of the Respondent. That the Petitioner alone is entitled to receive all of the rents in connection with the rental of said property and, furthermore, she is empowered to sell said property and receive all of the proceeds of the sale.

N. That the Petitioner is awarded sole ownership and possession of the furniture and furnishings in her possession and/or at the residence. The Respondent is awarded all furniture and furnishings in his possession including the family computer.

O. That all funds in all bank accounts in the Petitioner's name shall be the sole property of the Petitioner.

P. That the Respondent is awarded sole ownership of the personal injury and worker's compensation settlement funds which he received in the approximate amount of \$33,000.00 except for the escrow account which had a balance of ONE THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$1,844.96) which funds were turned over to the Petitioner as

part in satisfaction towards child support arrears due pursuant to the order of court entered on May 18, 1997.

2. That the Petitioner is awarded sole ownership and possession of the 1996 Dodge Caravan. That the Respondent is awarded sole ownership and possession of the Chevrolet Suburban. Each party shall execute any and all documents of transfer so as to vest title of said automobiles as required herein.

3. That the Petitioner shall keep as her sole property any jewelry, clothing and other personal effects in her possession. The Respondent shall keep as his sole property any jewelry, clothing and personal effects in his possession.

4. Any and all debts incurred by the Respondent before marriage he vacated the marital residence on October 14, 1996 shall be paid by the Respondent. The Respondent does indemnify and hold the Petitioner free and harmless for any liability thereon.

5. That the Respondent is hereby found to be in contempt of court for his failure to obey the orders of this court pertaining to his obligation to pay child support, his obligation to provide receipts for the method by which he spent the personal injury funds and his failure to file Asset and/or Financial Disclosure Statements in these proceedings. His punishment for contempt of court shall be his compliance with this Judgment for Dissolution of Marriage. Should he fail to comply with the Judgment for Dissolution of Marriage, a

hearing on sanctions for contempt of court, including the option of periodic imprisonment, shall be considered by the court. The Respondent has failed to show cause as to why he should not be held in contempt of court for his disobedience of the court orders entered on February 20, 1996 and March 24, 1996.

U. That the Respondent is hereby found to owe the Petitioner the sum of FOUR THOUSAND TWO HUNDRED FORTY THREE DOLLARS (\$4,243.00) as a result of his failure to pay child support as required by the order which was entered on February 20, 1996. A judgment is hereby entered against the Respondent in the amount of FOUR THOUSAND TWO HUNDRED FORTY THREE DOLLARS (\$4,243.00), said judgment to bear interest at the rate of nine (9%) percent per annum until the Respondent pays for and satisfies in full said child support arrearage.

V. That the Respondent should be required to pay the debt owed by the Petitioner to her father in the amount of THREE THOUSAND DOLLARS (\$3,000.00) which debt represents funds borrowed by the Petitioner during the pendency of these proceedings in order to pay attorney's fees and a judgment is entered against the Respondent in favor of the Petitioner in the amount of THREE THOUSAND DOLLARS (\$3,000.00), said judgment to bear interest at the rate of nine (9%) percent per annum.

W. That the Petitioner alone is entitled to claim the minor children as dependency exemptions for federal and state income tax purposes.

X. That this Court expressly retains jurisdiction over this cause for purpose of enforcing the terms of this Judgment for Dissolution of Marriage as hereinabove set forth including the compelling of execution of any and all documents so as to comply with the terms of this Judgment.

ENTERED

ENTERED:

OCT 30 1997

M.A.

GRACE G. DICKLER - 1521

JUDGE

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McGANN-RYAN & MATESEVIC, LTD.
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782-3668



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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

ENTERED/FILED/ ON 6 of 30, 1997

June 04, 1998

Aurelia Pucinski

CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS