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JK
JOSEPH CHRISTOPHER BALICH
ATTORNEY AT LAW
7336 WEST 63RD STREET
P.O. BOX 121
SUMMIT, ILLINOIS 60801
(312) 488-9193

August 22, 1985

TO WHOM IT MAY CONCERN:

Re: In re the Marriage of LAVINIA D. O'TOOLE,
Petitioner and ROBERT A. O'TOOLE, Respondent
Case No. 81 D 14227

This is to certify that I, Joseph Christopher Balich, attorney for Lavinia D. O'Toole in the above entitled matter have received PAYMENT IN FULL for my legal services rendered and monies advanced for court costs in the above entitled case. Attorney's fees were awarded to me in the Judgment of Dissolution of Marriage entered in the above case on August 17, 1981.

Joseph Christopher Balich

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United States of America

STATE OF ILLINOIS, }
County of Cook. }ss.

PLEAS, before the Honorable WAYNE W. OLSON
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a
branch Court of said Court, at the Court House, in the City of Chicago, in said County, and
State, on the 17th day of August, in the year of
our Lord, one thousand nine hundred and 81 and of the Independence of the
United States of America, the TWO hundred and Sixth

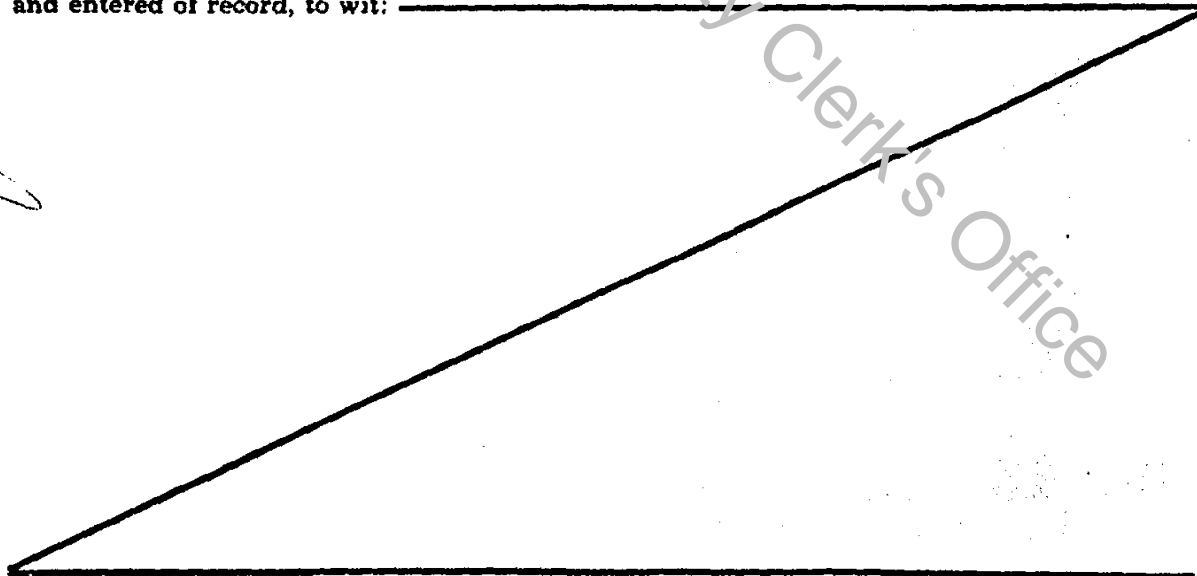
PRESENT:—The Honorable WAYNE W. OLSON
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY
BERNARD CAREY, State's Attorney.

RICHARD J. ELROD, Sheriff of Cook County.

Attest: MORGAN M. FINLEY, Clerk.

Be it remembered, that heretofore, to wit: on the 17 day of August 19 81
the following among other proceedings were had in the Circuit Court of Cook County said
and entered of record, to wit:



Wayne W. Olson
Morgan M. Finley

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P. IN 18-13-224045
ADD 7404 W 58th PL
SUMMIT IL

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REGISTRAR OF TITLES

IDENTIFIED	3475491
REGISTERED	HARRY E. JOHNSON
	WHITE

LAND TITLE CO.
100 W. MONROE 4th FLOOR
CHICAGO, ILLINOIS 60603

FILE # L-43402-CE
DANCE

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MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County

Morgan M. Finley
Clerk

August 17 19 81

the seal of said Court, at Chicago, Illinois

In Witness Whereof, I have hereunto set my hand and affixed

respondent was Robert A. O'Toole

petitioner was Lavinia D. O'Toole

In Re: the Marriage of

Chancery side thereof,

entered of record in said court in a certain cause lately pending in said Court on the and forgoing to be a true, perfect and complete copy of a certain judgment made and State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above

I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the

STATE OF ILLINOIS, }
County of Cook, } ss.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

In re the Marriage of)
)
LAVINIA D. O'TOOLE,)
)
 Petitioner)
)
and)
)
ROBERT A. O'TOOLE,)
)
 Respondent)

No. 81 D 14227

JUDGMENT OF
DISSOLUTION OF MARRIAGE

This day came again the Petitioner, LAVINIA D. O'TOOLE, by her attorney, JOSEPH CHRISTOPHER BALICH, for hearing on the Petition for Dissolution of Marriage of the Petitioner, and upon the Response thereof of the Respondent, ROBERT A. O'TOOLE, and the parties having stipulated that the Petition for Dissolution of Marriage be heard as a default, and the Petitioner having testified in open Court in support of the allegations contained in her Petition for Dissolution of Marriage, and the Respondent having been present in open Court, and the Court having considered all the evidence and now being fully advised in the premises, FINDS that:

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

B. The Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings.

C. The parties were married on February 16, 1970, and said marriage was registered at New Buffalo, Michigan.

D. Two children were born to the parties as a result of the marriage, namely: KELLY K. O'TOOLE, born September 3, 1970, and ROBERT J. O'TOOLE, born January 1, 1975. No children were adopted by the parties and the Petitioner is not now pregnant. It is in the best interest of the minor children that their custody be awarded to the Petitioner.

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E. That on June 2, 1980, Respondent wilfully deserted and absented himself from the Petitioner without any reasonable cause or consent on the part of the Petitioner, without interruption and continuously for more than one year immediately prior to the beginning of this action, and Respondent still continues in such desertion.

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

G. The parties hereto have entered into a Marital Settlement Agreement dated June 27, 1981, concerning the questions of the maintenance of the Petitioner, the custody, visitation and support of the minor children 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 other matters, 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:

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

In re the Marriage of)
)
LAVINIA D. O'TOOLE,)
)
 Petitioner)
)
and) No. 81 D 14227
)
ROBERT A. O'TOOLE,)
)
 Respondent)

MARITAL SETTLEMENT AGREEMENT

This Agreement, made June 27, 1981, by and between
LAVINIA D. O'TOOLE (hereinafter referred to as "Wife") residing at 7404 West
58th Place, Summit, Illinois 60501, and ROBERT A. O'TOOLE (hereinafter referred
to as "Husband") residing at 7227 West 58th Street, Summit, Illinois 60501.

1. The parties were lawfully married at New Buffalo, Michigan, on February 16, 1970.
2. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on or about June 2, 1980, and they now live separate and apart from each other.
3. Two children were born to the parties as the issue of the marriage. The children are KELLY K. O'TOOLE, presently ten years of age, having been born on September 3, 1970, and ROBERT J. O'TOOLE, presently six years of age, having been born on January 1, 1975. Said children are currently residing with the Wife, and Husband acknowledges that Wife is a fit and proper person to have the care and custody of the children. No children were adopted by the parties of this marriage.
4. The Wife has filed her Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, on June 23, 1981, under Case Number 81 D 14227. The case is entitled "In re the Marriage of LAVINIA D. O'TOOLE, Petitioner, and ROBERT A. O'TOOLE, Respondent" and that case remains pending and undetermined.

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W/ [unclear]
1/1/81

5. The parties hereto consider it to their best interests to settle between themselves the questions of the custody, visitation and support of the minor children of the parties, the maintenance of the Wife, 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 or disposition of all marital and non-marital property, and to settle all other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

6. The Wife has employed and had the benefit of counsel of JOSEPH CHRISTOPHER BALICH as her attorney. The Husband has not employed counsel and represents himself in this case. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.

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:

- A. This Agreement is not one to obtain or stimulate a dissolution of marriage.
- B. 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 may be commenced by Husband. Husband reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which has been or may be commenced by Wife.
- C. Wife shall have the sole care, custody, control and education of KELLY K. O'TOOLE and ROBERT J. O'TOOLE.

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Husband shall have rights of reasonable visitation with KELLY K. O'TOOLE and ROBERT J. O'TOOLE. Husband's rights of reasonable visitation are restricted so that in no way will rights of reasonable visitation adversely affect the health, well being, education and welfare of KELLY K. O'TOOLE and ROBERT J. O'TOOLE.

Wife shall inform Husband at reasonable times of the general progress, health and school record of KELLY K. O'TOOLE and ROBERT J. O'TOOLE, if so requested by Husband.

Husband agrees to pay to Wife as and for child support for KELLY K. O'TOOLE the sum of \$50.00 a week, and the sum of \$50.00 a week for ROBERT J. O'TOOLE, which child support is predicated upon an approximate take-home pay of \$300.00 per week by Husband for a forty-hour work week. Said payments shall commence with the entry of a Judgment for Dissolution of Marriage.

Wife shall have the right to claim KELLY K. O'TOOLE, minor child of the parties hereto, as a dependent for federal and state income tax purposes. Husband shall have the right to claim ROBERT J. O'TOOLE, minor child of the parties hereto, as a dependent for federal and state income tax purposes. If required, Husband will execute any documents required to permit Wife to claim KELLY K. O'TOOLE as a dependent for federal and state income tax purposes. If required, Wife will execute any documents required to permit Husband to claim ROBERT J. O'TOOLE as a dependent for federal and state income tax purposes.

Husband shall pay for the hospital, surgical, optical or orthodontic care and for the extraordinary medical and dental care of KELLY K. O'TOOLE and ROBERT J. O'TOOLE. The term "extraordinary" as used herein shall include, but not by way of limitation, all teeth straightening, major dental work, 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 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 KELLY K. O'TOOLE and/or ROBERT J. O'TOOLE, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, Wife shall consult with Husband before incurring expenses in any of these circumstances. It is understood by

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both parties that Wife's obligation to consult with Husband shall not apply in cases of grave emergency where the life of KELLY K. O'TOOLE and/or ROBERT J. O'TOOLE might be imperiled by delay, or in the event Wife does not know the whereabouts of the Husband at such times of grave emergency.

Husband agrees that Wife may present a petition in the future under Section 513 of the Illinois Marriage and Dissolution of Marriage Act (effective October 1, 1977) as to support for non-minor children and Education Expenses and that said matter of support for non-minor children and educational expenses is not dealt with in this agreement.

D. Husband and Wife agree that the matter of maintenance for the Wife by the Husband shall be reserved for the future consideration of the Court.

Husband agrees to waive all claims and all rights he may have to maintenance from Wife, either past, present or future.

E. Husband acknowledges that he now has a group life insurance policy insuring his life, furnished by his employer, Union Carbide Corporation. Husband agrees to make KELLY K. O'TOOLE and ROBERT J. O'TOOLE, irrevocable beneficiaries of said group life insurance policy until ROBERT J. O'TOOLE has, or would have attained 18 years of age.

Wife and Husband acknowledge that there is a life insurance policy insuring the life of KELLY K. O'TOOLE. That said policy has been written by The Northwestern Mutual Life Insurance Company, Milwaukee, Wisconsin, and the policy number is 7 475 435. The direct beneficiary of said policy is the Husband.

Husband agrees to execute whatever documents are necessary to make Wife the direct beneficiary. Wife agrees to assume and pay all insurance premiums on the aforesaid insurance policy falling due after the entry of a Judgment for Dissolution of Marriage until the 18th birthday of KELLY K. O'TOOLE, or until the death of KELLY K. O'TOOLE, whichever occurs first.

Wife and Husband acknowledge that there is a life insurance policy insuring the life of ROBERT J. O'TOOLE. That said policy has been written by The Northwestern Mutual Life Insurance Company, Milwaukee, Wisconsin, and the policy number is 7 475 436. The direct beneficiary of said policy is the Husband.

Wife agrees to release whatever interest or claim she has on this life insurance policy. Husband agrees to assume and continue to pay all insurance premiums on this life insurance policy until the 18th birthday of Robert J. O'Toole, or until the death of Robert J. O'Toole, whichever occurs first.

F. Wife is to retain sole ownership of the 1973 Ford Torino now registered in the names of Wife and Husband, free from any claim of ownership by Husband. Husband acknowledges that the aforesaid automobile is non-marital property belonging to Wife and will execute all documents necessary to have the aforesaid automobile registered solely in name of Wife.

Husband is to retain sole ownership of the 1973 Pontiac Lemans now registered in the names of Wife and Husband, free from any claim of ownership by Wife. Wife will execute all documents necessary to have the aforesaid automobile registered solely in name of Husband.

Husband is to retain sole ownership of the 450 Honda motorcycle now registered in his own name, free from any claim of ownership by Wife.

G. Wife and Husband have a savings account 605 511 5 at Talman Home Federal Savings and Loan Association, 5501 South Kedzie Avenue, Chicago, Illinois 60629. Husband agrees that all monies in said savings account are the sole property of the Wife who may remove said monies at her volition.

H. Wife agrees that all monies due under the Shell Oil Charge Account registered in the name of Husband shall be paid by Wife without any contribution from Husband.

I. Husband shall have as his own personal property, free of any claims of ownership by Wife, all items of personal property, clothing, monies, savings accounts, checking accounts and pension plan now in his possession. Husband has advised Wife of the pension plan he has at his place of employment, Union Carbide Corporation. Wife being aware of said pension plan and the value of the benefits of said pension plan, releases any claim she may have as to Husband's pension plan (and the benefits thereof).

J. Wife shall have as her own and separate property, free of any claims of ownership by Husband, all of the personal property, clothing, monies, savings accounts,

checking accounts and pension plan now in her possession and specifically including all items of household furnishings situated in the marital home commonly known as 7404 West 58th Place, Summit, Illinois 60501.

K. Wife and Husband, as joint tenants, own the marital home which is commonly known as 7404 West 58th Place, Summit, Illinois 60501, and is legally described as:

Lot Thirty Nine (Except the East two (2) feet thereof) 39, In Block Five (5), in Fisher and Miller's Argo Subdivision of Summit, being a Subdivision of that part of the West half (1/2) of the South Half (1/2) of the North East Quarter (1/4) and the South Half (1/2) of the Northwest Quarter (1/4) lying South East of Center of Archer Road, in Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.L.N. 18-13-224-045

Wife and husband acknowledge that the marital home is a two-flat building, the first floor being occupied by Wife and minor children of Wife and Husband. The second floor is occupied by tenants under an oral month to month tenancy.

Husband agrees that Wife will occupy the marital home with the minor children of Wife and Husband under the following conditions:

1. Mortgage payments after the entry of a Judgment of Dissolution of Marriage will be made by Wife to First Federal of Chicago (Republic Federal Savings and Loan Association of Chicago) on mortgage loan secured by the mortgage registered as Document 2634196, and known as Loan number 06-222464-7.
2. Wife will pay all real estate taxes and insurance premiums accruing after the entry of a Judgment of Dissolution of Marriage.
3. Wife and Husband shall both pay one-half of the cost of maintenance, repairs and/or improvements to the marital home. Wife will furnish Husband with written proof of bills or invoices for costs of maintenance and repairs. Improvements will not be made to the marital home without the joint written approval of Wife and Husband.
4. All rentals collected from tenants of the second floor shall be the sole property of Wife.
5. Wife will, at time of sale of the marital home, receive credit for that portion of her monthly mortgage payments which reduces the principal balance of the mortgage from the balance at the entry of a Judgment of Dissolution of Marriage to the principal balance at time of sale of the marital home.

6. Wife and Husband agree to sell at a sales price agreeable to Wife and Husband or when the minor child, ROBERT J. O'TOOLE, attains or would have attained 18 years of age.

7. Wife and Husband agree to cooperate and execute the appropriate documents such as real estate contracts, deeds, etc., to complete the sale of the marital home. The sale of the marital home is to be completed within 100 days if Wife and Husband enter a contract to sell at a sales price agreeable to Wife and Husband. If the sale of the marital home is not made before the minor child, ROBERT J. O'TOOLE, attains or would have attained 18 years of age, then the sale of the marital home is to be completed within six months after the minor child, ROBERT J. O'TOOLE attains or would have attained 18 years of age. If either Wife or Husband fails to cooperate to complete the sale of the marital home within the prescribed periods of time set forth above, said party failing to cooperate shall be solely responsible for all monetary losses and agrees to pay to the other all reasonable attorney's fees, court costs, etc., incurred in compelling said party to complete the sale of the marital home.

8. Upon the sale of the marital home, the net proceeds (defined as proceeds after deductions for payment of balance due First Federal of Chicago (Republic Federal Savings and Loan Association of Chicago), Torrens title charges, tax transfer stamps, survey costs, real estate tax proration, credit to Wife for reduction of principal balance of mortgage as spelled out hereinabove, attorney's fees, real estate broker's fees, and any additional customary costs incurred at a real estate closing) shall be distributed as follows:

60% to Wife. ✓

40% to Husband. ✓

L. Husband agrees to pay JOSEPH CHRISTOPHER BALICH, attorney for Wife, his attorney's fee for legal services rendered and to reimburse JOSEPH CHRISTOPHER BALICH for any court costs expended in this cause, without any contribution by Wife. X

M. That Wife and Husband each release unto the other any and all rights, claims, liens or charges in, to or upon all property of the other, and each of them does renounce, quit claim and convey unto the other any right, title or interest to the property that may hereafter be acquired by the other; and mutually agree that

upon the death of either of them, the property, real, personal or mixed, then owned by the deceased, shall pass by his or her will or by the laws of descent, as the case may be, free from any and all rights, dower or claims of the surviving party hereto, as if the parties hereto were, at such time, unmarried.

N. Each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinafter provided, and thereafter, at any time from time to time, to execute, acknowledge and deliver 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.

That the Court, on entry of a Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Marital Settlement Agreement.

IN WITNESS WHEREOF, Wife and Husband have hereunto set their respective hands and seals the day and year first above written.

Lavinia D. O'Toole

Lavinia D. O'Toole

Robert A. O'Toole

Robert A. O'Toole

Subscribed and sworn to before me
this 3rd day of June, 1981.

Robert J. Rice

Notary Public

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ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND DECREED as follows:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, LAVINIA D. O'TOOLE, and the Respondent, ROBERT A. O'TOOLE, are hereby dissolved.

2. The Petitioner is awarded the custody of the minor children of the parties, subject to the reasonable visitation rights of the Respondent.

3. The Marital Settlement Agreement between the Petitioner and the Respondent dated June 27, 1981, and hereinabove set forth in full, is made a part of this Judgment of Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said agreement.

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

5. Any right, claim, demand or interest of the parties in and to maintenance of themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

6. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of the Judgment for Dissolution of Marriage including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated June 27, 1981, as hereinabove set forth.

COPY:

AUG 17 1981

AGREEMENT ATTACHED

Wayne W. Olson

JUDGE

DATED: _____

APPROVED:

We hereby consent to the foregoing Judgment of Dissolution of Marriage and waive all rights of appeal therefrom.

Lavinia D. O'Toole
Lavinia D. O'Toole

Robert A. O'Toole
Robert A. O'Toole

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THE STATE OF ILLINOIS, COUNTY OF COOK

IN SENATE

BEFORE ME, the undersigned authority, on this day personally appeared _____

and acknowledged to me that he executed the foregoing instrument as his free act and deed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

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NOTARY PUBLIC
STATE OF ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20____.

NOTARY PUBLIC