ATTORNEY AT LAW

Sean Fox

B29 South Oak Park Avenue
Oak Park. Illinois 60304
(312) 524-9110

December 6, 1985

Cook County Registrar of Titles Torrens Department Room 230 118 North Clark Street Chicago, Illinois 60602

Re: Sile of property registered in Torrens and located at: 281 Lockwood Northfield, Illinois

To Whom It May Concern:

All attorney's fees from Helen Sullivan in connection with the dissolution of her marriage have been paid in full.

Sincerely

Sean Fox

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December 10, 1985

TO WHOM IT MAY CONCERN:

Re: The Marriage of Daniel E. Sullivan, Jr. and Helen S. Sullivan, No. 84 D 3771 in the Circuit Court of Cook County, Illinois

This is to certify that my fees for the representation of Daniel E. Sullivan, Jr. in the captioned proceedings have been paid in full.

Muliphin W.V. Muner (fr. Nelcolm W. Burnett, Jr.

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

IN RE: THE MARRIAGE OF

HELEN S. SULLIVAN,

Plaintiff,

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BANIEL E. SULLIVAN.

Defendant.

AGREEMENT ATTACHED

84 D 3771

JUDGMENT 109 DISSOLUTION OF MARRIAGE

This cause now coming on to be heard upon the Petition for Dissolution of Marriage of the Plaintiff, HELEN S. SULLIVAN, the Response thereto of the Defendant, DANIEL E. SULLIVAN, and the Stipulation of the parties hereto that the above-entitled case may come on for immedia e hearing, the Plaintiff appearing in open court in her own proper person and ty SEAN FOX, her attorney, and the Defendant appearing in open court by MALCOLM W. SURNETT, Jr., his attorney, and the Court hearing the testimony of the Plaintiff only sworn and examined in open court in support of the allegations and charges contained in her Petition for Dissolution of the Marriage and the Court considering all of, the evidence (a certificate of evidence having been duly signed and sealed is filed herein and made a part hereof), and now being fully advised in the premises, FINDS:

1. That the Court has jurisdiction of the parties hereto and the subject matter herein;

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- 2. That the Plaintiff and the Defendant were domiciled and resided in the State of Illinois at the time this action was commenced and that each party has maintained that domicile and residence for more than 90 days next preceding the making of this finding;
- 3. That Plaintiff and Defendant were lawfully married on the 30th day of October, 1954, and said marriage was registered in Ontonagon, Michigan;
- 4. That the parties hereto have as lawful issue of their marriage four children, namely:

DANIEL'S SULLIVAN, born March 3, 1961, age 24; PATRICK R. SULLIVAN, born July 19, 1963, age 22; MARY E. SULLIVAN, born October 15, 1967, age 17; and CATHERINE A. SULLIVAN, born July 12, 1971, age 14;

- 5. That no children were adopted by the parties and the Plaintiff is not now pregnant;
- 6. That the Plaintiff and Defendant are fit and proper persons to have joint legal custody of the parties' minor children and the Plaintiff is a fit and proper person to have the physcial custody and possession of the parties' minor children for their care, custody, control and education. It is considered to be in the best interest of the children that physical custody/possession be with the Plaintiff;
- 7. That during the marriage of the parties, Defendant has been guilty of extreme and repeated acts of mental cruelty towards the Plaintiff without cause or provocation on the part of the Plaintiff;
- 8. That the Plaintiff has established by competent, material and relevant evidence all of the allegations and charges contained in her Petition for Dissolution of Marriage;
- 9. That the Plaintiff and the Defendant have entered into a written settlement agreement providing for the settlement of the matters relating to the care, custody, support and education of the minor children of the parties; the support and maintenance of the parties and for the settlement of their property and marital rights. The agreement has been presented to this Court for its consideration and approval and is in words and figures as follows:

2. That the Plaintiff and the Suferiant was donors be a disconsisted in

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made in Chicago, Illinois, this 23 nd day of July

- , 1985, by and between HELEN S. SULLIVAN, hereinafter referred to as HELEN, and DANIEL E. SULLIVAN, hereinafter referred to as DANIEL.
- A. The parties were lawfully married on October 30, 1954, in Ontoragon, Michigan.
- B. irreconcilable differences have arisen between the parties, who are now and have been estranged from each other and are not now living together as husband and wife.
- C. Four children were born to the parties as a result of their marriage, namely:

DANIEL S. SULLIVAY, born March 3, 1961, age 24; PATRICK R. SULLIVAN, born July 19, 1963, age 22; MARY E. SULLIVAN, born October 15, 1967, age 17; and CATHERINE A. SULLIVAN, born July 12, 1971, age 14.

No other children were born to or adopted by the parties and HELEN is not now pregnant.

- D. HELEN has filed against DANIEL a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under Docket No. 84 D 3771. The case is entitled IN RE THE MARRIAGE OF HELEN S. SULLIVAN and DANIEL E. SULLIVAN, and that case remains pending and condetermined.
- E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for HELEN and DANIEL, 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

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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. HELEN has employed and had the benefit of counsel of SEAN FOX as her attorney. DANIEL has employed and had the benefit of counsel of MALCOLM W. BURNETT, JR., as his attorney. 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 fully informed of his or her respective rights in the premises.

NOW THEREFORE, in consideration of 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 RECUTALS

- 1. The foregoing recitals are made a part of this agreement.
- 2. This agreement is not one made to obtain or stimulate a dissolution of marriage.
- 3. HELEN 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 DANIEL. DANIEL 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 HELEN.

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ARTICLE II

CUSTODY AND VISITATION

- 1. The parties shall share joint legal custody of the minor children, MARY E. SULLIVAN, age 17, and CATHERINE A. SULLIVAN, age 14.
- 2. Both parties shall participate in the major decisions regarding the health, welfare, education and religion of the minor children.
- 3. HELEN is to be the primary caretaker and is to have the physical custody possession of the minor children.
- 4. Each HELEN and DANIEL will use their best efforts to foster the respect, love and affection of the children toward each parent and shall cooperate fully in implementing a relationship with each child that will give her the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation hereinafter set forth to accommodate the social and school commitments of the children.
- 5. The parties agree that neither shall permanently remove the minor children from the State of Illinois without obtaining the other party's consent, or without Court approval.
- 6. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the children. It is contemplated that no modification thereof shall be sought unless there are significant changes in the environment in which the minor children are being raised which would seriously endanger the children's physical, mental, moral or emotional health.
- 7. DANIEL shall have liberal visitation with the minor children subject to their school and social schedules and with reasonable notice being given by DANIEL to HELEN, i.e., 24 hours notice, unless otherwise agreed upon by the parties.

- 8. Visitation shall include an equal sharing of weekend and holiday time.
- 9. If the visitation set out above proves to be unsatisfactory, DANIEL may petition the court for a more specific schedule.

ARTICLE III

SUPPORT OF CHILDREN AND RELATED MATTERS

- 1. DANIEL'S current regular income is derived from Social Security benefits. As current monthly Social Security income is \$1078.00 (one thousand seventy-right dollars) which includes benefits of \$364.00 (Three hundred sixty-four dollars) per month for the parties' two unmarried children under eighteen years of age.
- 2. Subject to Social Security Law and Policy, HELEN shall be named as "Representative Payee" of the children's benefits. In the event that such law and/or policy does not perm't HELEN to be a representative payee of the children's benefits, any such benefits paid directly to DANIEL for the children shall be immediately forwarded by him to HELEN.
- 3. In the event that he receives regular ongoing wages from any employment, 15 percent of his net income after taxes shall be paid to HELEN as supplemental child support in addition to the Social Security benefits designated for the children.
- 4. The obligation to pay child support shall continue until the youngest child reaches eighteen (18) years of age or graduates from high school, whichever last occurs.
- 5. The dependency exemption for federal and state income tax purposes shall be taken by HELEN.
- 6. In the event that DANIEL receives income in the form of a commission, he agrees that 20 percent of the net income after taxes shall be paid to ERNEST C. WIEDER, who shall hold such monies in trust for the

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educational and medical benefits of the parties' children, MARY E. SULLIVAN and CATHERINE A. SULLIVAN, disbursement of such funds to be made as need arises and such arrangement to remain in effect until the youngest child reaches age twenty-three or finishes college, whichever first occurs.

During the period of time between the youngest child's eighteenth and twenty-third birthdays, the parties agree that if funds held in trust exist and iELEN would incur substantial medical expenses for herself, she could avail nerself of the use of such funds to meet her medical expenses upon proper application to the trustee. Upon the youngest child's reaching twenty-three years of eye, any remaining funds shall be disbursed by the trustee in equal shares to the parties four children.

7. The parties agree that until their youngest child reaches age twenty-three or graduates from college, whichever first occurs, DANIEL shall provide HELEN with verification of business expense and commission income in affidavit form on a semi-annual hasis beginning on May 157, 1784. In lieu of one affidavit per year, DANIEL can present HELEN with a copy of his federal and state income tax returns with all attached schedules provided he does so by May 1st for the preceding tax year.

ARTICLE IV

HIGHER EDUCATION OF CHILDREN

1. Each of the parties shall share the costs of college or trade school education of the children. The amount each shall pay shall be determined at the time each child becomes eligible for college or trade school and shall be based upon the proportionate ability of the parties

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to pay and the need of the child at the time she enters college or trade school. By "educational expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging and reasonable travel expenses.

2. If the parties cannot agree, the entire matter shall be submitted to a court of competent jurisdiction to determine the rights and obligations of the parties in regard to the college or trade school education for the child

ARTICLE V

MEDICAL DENTAL, OPTICAL AND RELATED EXPENSES

- 1. HELEN shall retain the parties' minor children on the major medical insurance policy provided by for present employer and shall bear the current monthly premium cost of \$62.00 to carry the minor children on the present policy.
- 2. DANIEL shall bear the cost of any increase in such premiums and in the event the cost of medical coverage exceeds the sum of double the current \$62.00 per month payment, unless otherwise agreed, the parties shall thereafter share equally the cost of the major medical coverage for their children.
- 3. HELEN shall be responsible for the ordinary medical expenses of the minor children.
- 4. DANIEL and HELEN shall be equally responsible for the extraordinary medical expenses of the minor children and shall retain that responsibility

for each child until that child finishes college or attains age twentythree (23), whichever first occurs.

The term "extraordinary" as used in this Article shall include, but not by way of limitation, all teeth straightening, major dental, optical or orthopedic work, psychiatric or psychological care, operations and services rendered as a result of serious congenital conditions, serious accidents or as a result of illnesses requiring hospitalization or extended medical care.

The term "extraordinary" 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 the child, or the need for hospital, surgical, optical or orthodontial or extraordinary medical or dental care, HELEN agrees to consult with DANIEL before incurring expenses in any of these connections. It is understood by both parties that the consultation requirement before incurring such expenses shall not apply in cases of emergency where the child's life or health might be imperiled by delay.

If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, even after said expense is incurred.

5. The parties' obligation with respect to the children's medical expenses shall terminate as each child completes her college education or reaches twenty-three (23) years of age, whichever first occurs.

ARTICLE VI

LIFE INSURANCE

1. DANIEL'S life is currently insured by The Lafayette Life Insurance

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Company, Policy Number A U 6 9 2 7 6 1, the face amount being S. NOT LESS THAN

DANIEL shall maintain this policy or another hav

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the same face value for the benefit of the parties' children, UNTIL THE YOUNGEST CHILD REACHES NOW 33 OR FINISHES COLLEGE, LUMBER FIRST OCCURS.

2. DANIEL shall designate ERNEST WEIDER as trustee beneficiary for

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the parties' children, WITH THE PROCEEDS TO BE BOHINISTERED AC

SET FORTH IN ARRIVE III. AS OF THE DATE OF FINAL HEADING?

- 3. DANIEL shall provide proof to HELENAfrom time to timeythat a processor U.S. policy of life insurance on his life is in full force and effect for the pull minimum amount of coverage required.
- 4. CANIEL agrees that he will not borrow against any policy of life insurance required to be maintained for the benefit of the parties' children.

ARTICLE VII

MAINTENANCE

The parties permanently waive any claim of maintenance against each other and the parties understand that by their waiver, that neither may return to any court at any time in the return and seek a claim of maintenance against the other.

ARTICLE VIII

PROPERTY SETTLEMENT

Real Property:

1. The parties own as joint tenants a lot in Marquette, Michigan, legally described as follows:

CITY OF MARQUETTE
Hewitt's Addition, East 75 feet of Lot 129,
According to the Plat thereof, situated in
the County of Marquette, State of Michigan.

2. Upon the effective date of this agreement, DANIEL shall execute all documents, quit claim deeds, assignments of insurance, assignments of

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reserves and the like necessary to transfer, assign, convey and release all of his right, title and interest in the above described Marquette, Michigan property to HELEN.

- 3. HELEN shall assume all responsibility for property taxes falling due on or after the effective date of this agreement and she shall save and hold DANIEL harmless and indemnified thereon. HELEN'S assumption of said obligation, as well as her indemnity, is conditioned upon DANIEL'S full and timely performance of his obligation to quit claim the Michigan property under this Article, and shall otherwise be of no force or effect.
- 4. The parties agree that the present fair market value of the Marquette, Michigan property is approximately \$6,000.00.
- 5. The marital residence located at 281 Lockwood Avenue, Northfield, Illinois, is owned in joint tenancy by the parties. It is legally described as follows: PINOS-19-312-005 + 28(forkuvo for more follows)

Lot 18, Block 5, Willow Way, being a subdivision of the South West 1/4 of Section 19, Tourship 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

- 6. The marital residence shall be placed on the market for sale on the Before August 16, 1985.
 - 7. In the event that no contract to purchase has been signed or a contract has been signed but no closing has occurred by October 1, 1985, DANIEL agrees to vacate the marital residence by October 1, 1985, and HELEN shall remain in possession of same subject to the date for surrender of possession designated in the contract for sale and purchase of the marital residence and she shall be responsible for the on-going expenses including payment of the mortgage.
 - 8. The parties agree that the approximate fair market value of the marital home is \$122,500.00, the balance due on the first mortgage is approximately \$29,000.00, the balance due on the second mortgage is

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approximately \$17,500.00. The net equity (not including usual costs incidental to the sale of real estate) is approximately \$76,000.00.

- 9. The parties warrant that there are no known liens or encumbrances against the marital residence with the exception of the existing first and second mortgages in the approximate amount of \$29,000.00 and \$17,500.00 respectively.
- 10. The parties agree that they will not cause or suffer any other liens or encumbrances to be placed against said marital residence without the written consent of the other.
- 11. The house shall be listed with a broker to be mutually agreed upon.

 If the parties are unable to agree upon a broker, the dispute shall be submitted to a court of competent jurisdiction to select a broker.
- 12. Unless the parties otherwise agree in writing, the property shall be placed on the market at \$135,000.00, a price equal to 110 percent of its agreed upon fair market value of \$122,500.00. If at the end of 30 days the house remains unsold, either party may elect or require a reduction of the asking price for the house by 5 percent of the asking price and such right to require reduction of the asking price by 5 percent shall continue for consecutive 30-day periods until such time as the asking price reaches a level of 95 percent of its fair market value as defined above, whereupon the mutual consent of both of the parties, or an order by a court of competent jurisdiction, shall be necessary in order to reduce the asking price further. Unless otherwise agreed upon, any bona fide offer to purchase shall be accepted if the amount is equal to or greater than the agreed fair market value of the property or the asking price as herein provided, whichever is lower.

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13. "Net proceeds of sale" shall be defined as the gross sale price less real estate commission, attorneys' fees, real estate transfer tax stamps, and other customary expenses incurred by reason of the sale of residential real estate. The balance of the net proceeds of sale shall be equally divided between the parties.

Personal Property:

- 1. The parties jointly own a 1978 Pontiac Station Wagon. Upon the effective date of this agreement, DANIEL is to have sole and exclusive ownership and control of this vehicle and he shall hold HELEN free, harmless and indemnified against all debts, liabilities and obligations in connection therewith.
- 2. The parties mutually waive any claim to the other's potential pension or profit-sharing benefits a cumulated by the other including but not limited to past, present and future contributions, profits, income, interest and principal, whether non-vested, partially vested or fully vested.
- 3. Each party has in his or her possession that personal property not mentioned above which belongs to him or her, and each shall be the sole and exclusive owner of all such items of personal property presently in his or her possession and control and shall hold the other free, harmless and indemnified against all debts, liabilities and obligations in connection with such property.
- 4. The parties have a joint savings account at the Glenview State Bank in Glenview, Illinois, Account No. 079677-1, presently containing approximately \$3000.00, the majority of such funds originating from federal income tax refunds. The parties agree that such funds shall be used for college education expenses on behalf of their children and/or for unforeseen family expenses.

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ARTICLE IX

DEBTS AND OBLIGATIONS

The parties agree that each will be equally responsible for the marital debts currently existing up to the date of entry of the Judgment for Dissolution, except that currently existing debts incurred in connection with OANIEL'S business and current premiums due for car insurance on the 1978 Pontiac shall be his sole responsibility and he shall hold HELEN harmless and indemnified from any liability therefrom.

The parties further agree that any debts incurred by either of them subsequent to the date of entry of the Judgment, shall be the sole responsibility of the person incurring the debt and s/he shall hold the other harmless and indemnified from any liability therefrom.

ARTICLE X

ATTORNEY'S FEES

Each party shall pay his or her remaining attorney's fees.

ARTICLE XI

GENERAL PROVISIONS

- 1. Execution of Documents: Except as otherwise provided, 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 hereinabove provided, and thereafter, at any time and 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. 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 transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and ill documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County. Ullinois, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.
- 2. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, 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 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, for the purpose of enforcing any or all of the rights relinquished under this agreement; and each of the parties 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 each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or 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 neguired 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 provisions of this agreement, or the rights of either party under this agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of 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 right 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, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

- 4. 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 parties shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if 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 the entire agreement shall become voidable at the option of either party.
- 5. In the event the parties at any time hereafter obtain 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, and upon entry of said judgment this agreement shall become in full force and effect, but

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in no event shall this agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case referred to hereinbefore. The court on entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement, which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

In witness whereof the parties hereto have written their signatures on the day and year first above written.

HELEN S. SULLIVAN

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JANIEL E. SULLIVAN

Attorney for Plaintiff

Attorney for Defendant

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STATE OF ILLINOIS COUNTY OF COOK

Before me, a notary public in and for the county and state aforesaid, appeared HELEN S. SULLIVAN, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and deflivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 300 day of Tucy . 1985.

STATE OF ILLINOIS COUNTY OF COOK

Ox Coop Coup Before me, a notary public in and for the county and state aforesaid, appeared DANIEL E. SULLIVAN, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2300 day of Duly

Mahylm W. Ku Notary Pub

Sean Fox, No. 50368 Attorney for Plaintiff 829 South Oak Park Avenue Oak Park, Illinois 60304 Telephone: (312) 524-9110

And the Court having considered the agreement and the circumstances of the parties FINDS that the agreement is not unconscionable and that the parties assert that the agreement was freely and voluntarily entered into by them and is fair and equitable in its terms and provisions, and should be approved by the Court:

The Plaintiff has established by competent, material and relevant evidence all of the allegations and charges contained in her Petition for Dissolution of Marriage;

The parties have signed a Stipulation attached hereto for the payment of support directly from payor to payee and not through the Child Support Enforcement Division of the Circuit Court of Cook County;

IT IS THEREFORE ORDERED AND ADJUDGED, and this Court by virture of the power and authority therein vested, and the Statute in such case made and provided, DOES ORDER AND ADJUDGE, as 1021 ows:

- A. That the bonds of matrimony existing between the Plaintiff, HELEN S. SULLIVAN, and the Defendant, DANIEL E. SULLIVAN, be and the same are hereby dissolved, and the same are dissolved accordingly;
- B. That the settlement agreement hereinabove contained is hereby in all respects approved, confirmed, ratified and adopted as the judgment of this Court to the same extent and with the same force and effect as if the provisions contained in said agreement were set forth in this paragraph of this Judgment and each and every provision thereof is binding upon each of the parties hereto and each of the said parties shall do and perform all of the acts undertaken and carry out all of the provisions contained in the aforesaid agreement which is made a part of this Judgment;

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- D. That the Defendant shall be forever barred from seeking maintenance from the Plaintiff and the Plaintiff shall be forever barred from seeking maintenance from the Defendant;
- E. That subject to Social Security Law and Policy, Plaintiff shall be named as "Representative Payee" of the children's benefits and in the event that any such benefits for the children are paid directly to the Defendant after the effective date of this Judgment, the Defendant shall immediately forward such children's penefits directly to the Plaintiff. In accord with Paragraph 3, Article III, of the settlement agreement hereinabove contained and the attached Stipulation, all payments of child support are to be made directly from the payor to the payee and not through the Child Support Enforcement Division of the Clerk of the Circuit Court of Cook County.
- F. The Plaintiff and Defendant shall carry out all of the terms, provisions, and conditions of this Judgment and each of the parties shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in the settlement agreement hereinabove contained and hereafter at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner therein agreed and provided;

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G. This Court reserves jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the settlement agreement hereinabove contained.

CLERK OF THE CIRCUIT COUNT

MORGAN M. FINLEY

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Date:

Date:

APPROVED:

Helm S. Sugimer

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Sean Fox Attorney for Plaintiff 829 South Oak Park Avenue Oak Park, Illinois 60304 Telephone: (312) 524-9110 Attorney No. 50368

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COUNTY	OF	COOK

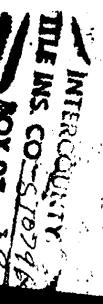
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I, MORGAN I and the keeper of the re	M. FINLEY, Clerk cords, files and sea	of the Circuit	t of Cook County, in partial the above and	and for the S foregoing to be	of Illinois, rus perfect
nd complete	OF A CERTAIN JU	JDGMENT MARE	AND ENTERED OF R	ECORD S S	GEOURT:
			7	Ē	. F.
					/
	, , ,				
a certain cause lately p	ending in said Court	t, between	*************		1214
Helen S. Su	llivan			plainti r	/perion
Daniel E. St	ullivan			defendant//	espondent.
•		IN WITNESS WH	EREOF, Shave he in	o set my hand,	and affixed.

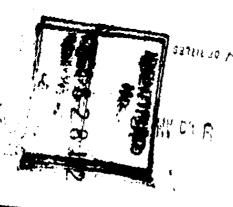
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