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PLACITA JUDGMENT

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UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

LOUIS J. HYDE

PLEAS, before the Honorable
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 said County, and State, on
JUNE 27th,
in the year of our Lord, one thousand nine hundred and 86 and of the Independence
of the United States of America, the two hundredth and tenth

PRESENT: - The Honorable **LOUIS J. HYDE**
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

M. Finley
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ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN & PERRY
JUN 27 1986
JUDGE LOUIS J. HYDE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

8001

In Re the Marriage of:
JUDITH E. HARRISON,
 Plaintiff,
and
ROGER C. HARRISON,
 Defendant.

No. 85 D 673

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS day came again the said Plaintiff, JUDITH E. HARRISON, by her attorney LAWRENCE P. LOGAN, and the Defendant, ROGER C. HARRISON, by his attorney, EDWARD BARTOSH; the parties having entered into a stipulation to hear the matter as an uncontested hearing as in matters of default, according to the Statute in such case made and provided; the parties having lived separate and apart for a continuous period in excess of six months since January 1, 1985, pursuant to Ill. Rev. Statutes Ch. 40, Section 401(a)(2); the parties having signed an affidavit verifying these facts, a copy of which was filed with this Court; that the default of said Defendant was taken and the Petition herein taken as confessed by said Defendant.

And the Court having heard the testimony of Plaintiff taken in open Court, in support of said Plaintiff's Petition and now being fully advised in the premises, doth find that it has jurisdiction of the parties hereto and the subject matter hereof;

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that the Plaintiff was domiciled and actually resided in the State of Illinois, County of Cook, for ninety (90) days continuously prior to the date of hearing; that the parties hereto were lawfully joined in marriage on August 24, 1963 in Chicago, Illinois; that subsequent to their intermarriage, irreconcilable differences have caused the irretrievable breakdown of the marriage; the parties have lived separate and apart for a continuous period since January 1, 1985 as stated in the Petition and as verified by the Affidavit of the Plaintiff and Defendant as in cases of no-fault; that two children were born of this marriage; that the parties have entered into an Agreement dated May 28, 1986, forever settling all questions of maintenance and all other property rights growing out of the marriage; that said agreement was admitted into evidence and is attached hereto.

On motion of said attorney for the Plaintiff, IT IS THEREFORE ORDERED, and this Court by virtue of the power and authority therein vested, and the statute in such case made and provided, DOETH ORDER, ADJUDGE AND DECREE that the bonds of matrimony heretofore existing between the Plaintiff, JUDITH E. HARRISON, and Defendant, ROGER C. HARRISON, be and the same are hereby dissolved, and the same are dissolved accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. That any and all claims and rights of the Defendant in and to maintenance from the Plaintiff and of Plaintiff in and to maintenance from the Defendant, shall be and the same are hereby, absolutely and forever, barred, terminated,

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and ended; except as otherwise provided in the Agreement attached.

2. That the original of the Agreement referred to previously is attached to this Judgment and incorporated in and merged in this Judgment, and each and every provision thereof shall be binding upon the Plaintiff and Defendant.

3. That it is in the best interests of the minor child of the parties that the care, custody and control of CARALEE, age 17 be, and the same is, hereby granted to the Plaintiff, JUDITH E. HARRISON.

ENTER:



Judge

Dated: _____

LAWRENCE P. LOGAN #20826
Attorney for Plaintiff
1650 North Arlington Heights Road
Arlington Heights, Illinois 60004
(312) 392-7305

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STATE OF ILLINOIS)
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF)
JUDITH E. HARRISON)
Plaintiff,)
and) No. 85 D 673 .
ROGER C. HARRISON)
Defendant,)

AGREEMENT

THIS AGREEMENT, made this 28th day of May, 1986, by and between JUDITH E. HARRISON, of Cook County, Illinois, herein referred to as "JUDITH"; and ROGER C. HARRISON, of Cook County, Illinois, herein referred to as "ROGER".

WITNESSETH:

WHEREAS, JUDITH and ROGER are married to each other, but have ceased living together as man and wife because of their marital differences, and

WHEREAS, JUDITH has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, known as Case No. 85 D 673, and entitled IN RE THE MARRIAGE OF JUDITH E. HARRISON and ROGER C. HARRISON, and that the case is pending and undetermined, and,

WHEREAS, JUDITH and ROGER consider it to their best interest to settle between themselves now and forever their respective

rights as to child custody, child support, visitation, maintenance, property rights, dower rights, homestead rights, inheritance rights, and all other rights of property and otherwise growing out of the marriage relationship existing between them, and which either of them now has or may hereafter have or claim to have in any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them, and

WHEREAS, JUDITH, is represented by LAWRENCE P. LOGAN, attorney, and ROGER is represented by EDWARD BARTOSCH, attorney, and the parties have had the benefit of the advice of their respective counsel; and

WHEREAS, each party has made full disclosure to the other of all properties and assets owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their rights in relationship thereto.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable considerations herein express, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. INCORPORATION IN JUDGMENT: That in the event the Circuit Court of Cook County, Illinois in Case No. 85 D 673, entitled IN RE THE MARRIAGE OF JUDITH E. HARRISON and ROGER C. HARRISON, sees fit to award the parties a Dissolution of Marriage from each other upon evidence presented, then it is agreed that this Agreement shall be incorporated in said Judgment for

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Dissolution by reference thereto, and shall thereafter be binding and conclusive on the parties.

2. CHILD CUSTODY: The parties agree that each are good and able parents and that, absent agreement, either would be a proper person to act as custodian of their minor child. The parties agree that care, custody and control of the minor child, namely: CHARLEE HARRISON, be vested in JUDITH. It is further understood and agreed that ROGER shall be consulted and advised regarding the health, education, welfare and religious upbringing of the child.

A. Both ROGER and JUDITH will use their best efforts to foster the respect, love and affection of the child towards each parent and shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing reasonable visitations of the child with her father taking into consideration the social and school commitments of the child.

B. Both ROGER and JUDITH shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment, the phone numbers of their places of employment; and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached in the event of emergency.

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C. JUDITH shall advise ROGER of any serious illness or injury suffered by the child as soon as possible after learning of same. JUDITH shall direct all doctors involved in the care and treatment of the child to give ROGER all information regarding any illness or injury if ROGER requests same.

D. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the environment in which the child is being raised or in the conduct of the custodial parent which would seriously endanger the child's physical, mental or emotional health.

3. VISITATION: ROGER shall have visitation with CARALEE at all reasonable times and reasonable places, upon reasonable notice to JUDITH.

4. UNALLOCATED FAMILY SUPPORT: ROGER shall pay to JUDITH, as and for unallocated family support of JUDITH and the minor child CARALEE, the sum of Three Hundred Fifty (\$350.00) Dollars semi-monthly, commencing with the first of the month following the entry of a Judgment for Dissolution of Marriage; and on the 1st and 15th of every month thereafter. Said payments shall continue until November 15, 1986, at which time a final payment of \$350.00 shall be paid to JUDITH.

5. MAINTENANCE: Commencing December 1, 1986, and on the 1st and 15th of every month thereafter, ROGER shall pay to JUDITH the sum of Two Hundred (\$200.00) Dollars semi-monthly as and for

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her maintenance and support. Said payment shall continue until January 15, 1988, at which time a final payment of \$200.00 shall be paid to JUDITH; provided that said payments shall terminate before January 15, 1988 upon the earlier happening of any of the following events in the life of JUDITH: a) her death; b) her remarriage, or c) her living with a male person on a continuing conjugal basis. Nothing contained in this paragraph relating to the payment of maintenance shall in anyway affect the parties' obligation and responsibility with regard to the educational expenses for the minor child of the parties pursuant to Section 513 of Chapter 40 of the Illinois Revised Statutes, and as otherwise set forth in this Agreement.

6. MAINTENANCE AND SUPPORT BASIS: The foregoing provisions for maintenance and unallocated family support have been entered into and agreed to by the parties taking into consideration the following:

A. ROGER is presently employed as an architect with earnings in 1985 of \$33,800.00.

B. JUDITH is presently employed as a realtor with earnings in 1985 of \$4,550.00.

7. MEDICAL EXPENSES: ROGER shall maintain in full force and effect for the benefit of the minor child of the parties hereto, a hospitalization insurance policy until said child attains her majority, or otherwise becomes emancipated, and thereafter as long as she is a full-time college student, but in

no event later than May 31, 1990. ROGER shall obtain and deposit 5a. All Unallocated Family Support payments and maintenance payments called for in paragraphs 4. and 5. respectively are to be made directly to Judith E. Harrison and not to the Clerk of Court.

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with JUDITH a copy of said hospitalization medical policy and any subsequent amendments affecting the extent of coverage thereunder, and claim forms therefore. ROGER shall also provide JUDITH with current identification cards in order to enable her to identify the child's coverage under said hospital and medical insurance policy. In addition, ROGER shall pay any extraordinary medical and dental expenses if not covered by said insurance during the said period. The term "extraordinary" as used in this paragraph shall include operations, serious accidents, serious illness requiring hospitalization, and extended medical care; and any other medical or dental expense in excess of \$50.00 for any one occurrence. JUDITH agrees in the event of serious illness or the need for extraordinary medical care of the minor child, to consult ROGER before incurring expenses for any said conditions. It is understood by both parties that JUDITH'S agreement to consult with ROGER shall not apply in cases of grave emergency where the life of the child might be imperiled by delay.

8. LIFE INSURANCE: ROGER shall name JUDITH and CARALEE as equal irrevocable beneficiaries of the \$10,000.00 term insurance policy presently on his life until January 15, 1988, after which CARALEE will be named sole beneficiary for so long as she is a full time college student; but in no event later than May 31, 1990. Roger shall name the children of the parties, CARALEE HARRISON and LISA HARRISON, as the joint irrevocable beneficiaries of the \$40,000.00 insurance policy on his life for

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so long as CARALEE is a full time college student; but in no event later than May 31, 1990.

ROGER shall pay in full the premiums as they become due on said policies and shall not borrow on, or hypothecate said policies. ROGER shall furnish JUDITH with the original of said life insurance policies within thirty (30) days after the effective date of this Agreement.

9. EDUCATION OF CHILD:

A. The parties acknowledge and agree that the minor child, CARALEE HARRISON, who is presently attending her senior year in high school, has the desire and aptitude for a college education.

B. ROGER shall pay for the college education expenses of the parties' minor child, CARALEE; not to exceed \$4,500.00 in any calendar year.

C. By "educational expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority dues, assessments and charges and round-trip transportation expenses between college and the home of the child; those round-trips not to exceed four in any calendar year (if the child is in attendance at an out-of-town college); and the reasonable expenses for a child attending college who lives at home (which shall be payable to JUDITH).

D. ROGER'S obligation for college expenses is conditioned upon the following:

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(1) The college is limited to four consecutive years after graduation from high school, except the time shall be extended in case of serious illness or military service.

(2) CARALEE carries the required number of courses or units so that she is considered by the school attended to be a "full-time" student and she maintains a passing grade average as is prescribed by said school.

(3) ROGER continues to have the financial ability to pay for such college expenses.

E. The decisions affecting the education of the child, including the choice of trade school or college and professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

F. In the event the parties cannot agree upon the school to be attended or in respect to any any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.

10. TAX EXEMPTIONS: Commencing with and including the calendar year 1986 and in all subsequent years, JUDITH alone shall be entitled to claim CARALEE as a dependent on her Federal and State income tax returns.

11. MARITAL RESIDENCE ROGER and JUDITH are owners as joint tenants of a certain parcel of real estate improved with a single family residence commonly known and described as 746 East

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Pompano, Palatine, Illinois, which is marital property and which has been the marital residence of the parties. Said real estate, together with all improvements thereon, is hereinafter referred to as the "Marital Residence", and is legally described as:

Lot 198 in Willow Wood, being a subdivision of part of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

The parties acknowledge that the only lien or encumbrance, except for unbilled general real estate taxes, is a first mortgage to Second Federal Savings & Loan Association and that there is a balance due and owing to said Second Federal Savings & Loan Association of approximately \$20,068.00 as of April 1, 1986.

A. The parties agree that the marital residence shall be placed on the market for sale immediately upon the earlier to happen of the following events:

(1) Upon the minor child's, CARALEE HARRISON, graduation from college; but in no event later than May 31, 1990; or

(2) Upon CARALEE'S ceasing to attend college, reside in the marital residence if not attending college, if prior to May 31, 1990.

B. JUDITH shall pay the mortgage and escrow payments and all utilities charges and shall continue in exclusive occupancy of the marital residence until a sale is consummated.

C. The proceeds of sale after prorating to the buyer the usual and customary items, including, but not limited to, real estate taxes, revenue stamps, appraisal fee and title charges,

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shall be used first to pay the outstanding mortgage balance to Second Federal Savings & Loan Association, the broker's commission, if any, title charges, survey bill (if required), and a reasonable attorney's fee for the closing. From the proceeds then remaining JUDITH shall be paid an amount equal to the principal reduction on the parties' first mortgage to Second Federal Savings & Loan Association accruing from the date of entry of the Judgment for Dissolution of Marriage to the date of sale.

The proceeds remaining after payment of said expenses and charges and credit for principal reduction shall be applied as follows:

- (1) 35% of the remaining proceeds to ROGER; and
- (2) 65% of the remaining proceeds to JUDITH.

D. Since this Agreement respecting the sale of the marital residence has been reached with the intention to provide CARALEE a permanent home through her college years, the earlier sale of the marital residence shall not become mandatory by operation of law or the happening of any other condition subsequent other than the child's cessation of attending college or ceasing to reside in the home; except that JUDITH shall have the option of placing the marital residence on the market for earlier sale at her sole discretion.

E. In the event that capital repairs or replacements shall become necessary to the major systems or structure of the marital residence prior to its sale, the parties shall contribute to the

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reasonable expense thereof on the following pro-rata basis:
JUDITH - 65% and ROGER - 35%.

F. Upon the entry of the Judgment for Dissolution of Marriage the parties shall convey by Quit Claim Deed the title to the marital residence out of joint tenancy and into tenancy in common, JUDITH as to 65% and ROGER AS TO 35%.

12. AUTOMOBILES: ROGER shall assign and transfer unto JUDITH all right, title and interest which he may have in and to a certain Buick automobile; and JUDITH shall assign and transfer unto ROGER all right, title and interest which he may have in and to a certain Pontiac automobile.

13. BANK ACCOUNTS: The bank accounts standing in the joint name of the parties have been heretofore divided equally between the parties. Each party hereby waives unto the other any rights, claim or interest in and to any and all bank or deposits presently standing in the sole name of the other, now or hereafter.

14. HOUSEHOLD GOODS: JUDITH shall have and retain as her sole and exclusive property all of the household goods, furniture, appliances and furnishings now located in the marital residence; except the following which shall be ROGER'S property: paintings inherited from his aunt, drafting room items and any clothings or personal effects still remaining in the residence.

15. MARITAL DEBTS: Other than the mortgage payment and other expenses associated with the marital residence as otherwise set forth herein, each party shall be responsible for any and all

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debts incurred by them after the date of the separation, being January 1, 1985; and each party shall hold the other harmless from the payment of same.

16. ATTORNEYS' FEES AND COSTS: Each party shall be responsible for and pay their own attorney's fees and costs incurred in Dissolution of Marriage proceedings.

17. WIFE'S HEALTH INSURANCE: On or before thirty (30) days after the effective date of this Agreement, ROGER shall provide JUDITH with the necessary forms and documents to enable her to convert his group medical and hospital insurance coverage to her benefit within sixty (60) days after the entry of any Judgment for Dissolution of Marriage of the parties in accordance with Chapters 32 and 73 of the Illinois Revised Statutes. If JUDITH elects to obtain said coverage, she shall be responsible for any premium payments relating thereto.

18. MAINTENANCE: Except as otherwise provided herein, ROGER and JUDITH have each agreed to waive all claims for maintenance (formerly alimony), whether past, present or future, shall be barred and foreclosed from asserting this right, one against the other.

19. PENSION AND/OR PROFIT SHARING PLAN: JUDITH hereby waives all right, claim or interest in any pension or profit sharing plan that ROGER has or may have, now or in the future, through or by virtue of his employment.

20. ENFORCEMENT OF AGREEMENT: In the event ROGER willfully or unreasonably fails to duly perform his financial and other

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undertakings hereunder, and as a result JUDITH incurs any expenses, including legal fees, to enforce the terms and provisions of this Agreement, ROGER shall indemnify her against and hold her harmless in connection with any such expenses even though the Wife, at the time, may have the ability to pay her own such expenses.

21. EXECUTION OF DOCUMENTS: ROGER and JUDITH agree that all documents necessary to effectuate the terms of this Agreement shall be executed within thirty (30) days after the date of entry of the Judgment of Dissolution, if awarded.

22. TEMPORARY ORDERS: All orders of court entered in the action presently pending between the parties hereto providing for payment of temporary maintenance and child support (whether allocated or unallocated), temporary attorneys fees and other expenses of suit shall continue to remain in full force and effect to and including the day preceding the effective date of this Agreement and notwithstanding anything herein otherwise provided, any amounts which have been accrued pursuant to such temporary orders and which remain unpaid as of the effective date of this Agreement shall be deemed to be vested and the party obligated to pay any of said accrued amounts shall pay such entire sum to the party or attorney entitled to receive same and said payment shall be made within ten (10) days after the effective date of this Agreement and in addition to all other obligations contained in this Agreement.

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23. WAIVER AND RELEASE: That except as herein provided, both ROGER and JUDITH do hereby forever waive, release and quit claim to the other all rights to maintenance, dower, homestead, inheritance and all other property rights and claims which he or she now has or may hereafter have as husband and wife, widower, widow, or otherwise by reason of the marital relationship now existing between the parties hereto by any present or future law of any State of the United States of America, or of any other country, in and to, or against the property of the other party. Both the Husband and Wife hereinafter covenants and agrees for himself and herself and his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

24. NON-MODIFIABILITY OF TERMS The parties agree and the Judgment shall provide that the terms hereof, except those relating to custody and support of children, shall not be modified by any court hereafter unless the parties consent to such modification in writing.

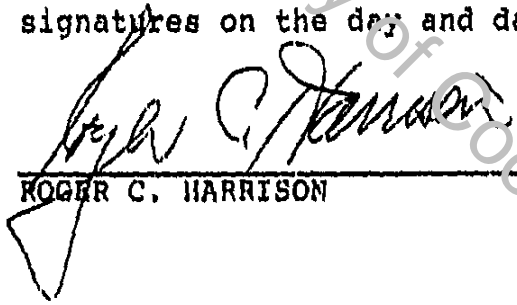
25. In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either or by reference, and upon entry of said Judgment this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a

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Judgement for Dissolution of Marriage is entered in the pending case referred to hereinbefore. The court on entry of 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 have hereunto affixed their signatures on the day and date first above written.



ROGER C. HARRISON

JUDITH E. HARRISON

LAWRENCE P. LOGAN #20826
Attorney for Plaintiff
1650 North Arlington Heights Road
Arlington Heights, Illinois 60004
392-8150

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, ROGER C. HARRISON, being first duly sworn on oath, depose and say that I have read the above Agreement, that I understand the contents thereof, and have affixed my signature this 27th day of June, 1986.

Roger C. Harrison
ROGER C. HARRISON

SUBSCRIBED AND SWORN TO
Before Me This 27th
Day of June, 1986.

Edward A. Barto, Jr.
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I JUDITH E. HARRISON, being first duly sworn on oath, depose and state that I have read the above Agreement, that I understand the contents thereof, and have affixed my signature this 27th day of June, 1986.

Judith E. Harrison
JUDITH E. HARRISON

SUBSCRIBED AND SWORN TO
Before Me This 27th
Day of June, 1986.

Lawrence P. Logan
Notary Public

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete
COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

[Dotted lines for judgment text]

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in a certain cause lately pending in said Court, between
JUDITH E. HARRISON, plaintiff/petitioner
and ROGER C. HARRISON, defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 17th day of July, 1986

Morgan M. Finley Clerk

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LAWRENCE LOGAN
1650 N. ARMINSTON HTS Rd
ARMINSTON HTS, IL 60004

11/13/87
NOTED